INTERCONNECTION AND SERVICE RESALE AGREEMENT

BETWEEN

ALLTEL NEBRASKA INC.

AND

Unite Private Networks

INTERCONNECTION AND SERVICE RESALE AGREEMENT

TABLE OF CONTENTS

1	INTRODUCTION	7
2	SCOPE OF AGREEMENT	7
3	DEFINITIONS	8
4	TRAFFIC EXCHANGE	15
5	RATE STRUCTURE - LOCAL TRAFFIC	20
6	RATE STRUCTURE - NON-LOCAL TRAFFIC	22
7	RATE STRUCTURE - TRANSIT TRAFFIC	22
8	LOCAL SERVICE INTERFACE CODE AVAILABILITY AND OPTIONAL FEATURES	22
9	MEASURING LOCAL SERVICE MINUTES	23
10	TESTING	23
11	MILEAGE MEASUREMENT	24
12	INTERCONNECTION	24
13	QUALITY OF INTERCONNECTION	25
14	POINT OF INTERFACE	25
15	TRUNKING REQUIREMENTS	25
16	INTERCONNECTION FORECASTING	27
17	SERVICE INTERRUPTIONS	27
18	UNBUNDLED NETWORK ELEMENTS (UNES)	29
19	COMBINATIONS	41
20	COMMINGLING	41
21	RESALE	42

22	Unite RESPONSIBILITIES	45
23	RATES AND CHARGES	46
24	ORDERING AND MAINTENANCE	47
25	TRAFFIC EXCHANGE/INTERCONNECTION	49
26	UNBUNDLED NETWORK ELEMENTS	49
27	MISDIRECTED REPAIR CALLS	50
28	ANCILLARY SERVICES AND ARRANGEMENTS	50
29	E911/911 SERVICE	54
30	DIRECTORY SERVICES	55
31	ACCESS TO POLES, CONDUITS, AND RIGHTS OF WAY	56
32	MISCELLANEOUS ANCILLARY SERVICES, CHARGES, AND PROCEDURES	57
33	ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)	57
34	ACCESS TO TELEPHONE NUMBERS	58
35	NOTICE OF CHANGES	59
36	INTERCEPT SERVICE	60
37	DATA EXCHANGE FOR BILLING	60
38	AUDIT PROCESS	60
39	SERVICE STANDARDS	62
40	IMPLEMENTATION SCHEDULE	63
41	MISCELLANEOUS TERMS	63
42	TERM AND TERMINATION OF AGREEMENT	64

43	BILLING	65
44	PAYMENT AND DEPOSITS	65
45	TAXES, FEES, AND SURCHARGES	67
46	FORCE MAJEURE	68
47	LIMITATION OF LIABILITY	68
48	INDEMNITY	69
49	INTELLECTUAL PROPERTY	70
50	WARRANTIES	72
51	ASSIGNMENT	72
52	DEFAULT	73
53	DISCLAIMER OF AGENCY	73
54	SEVERABILITY	73
55	NONDISCLOSURE	73
56	SURVIVAL	75
57	DISPUTE RESOLUTION	75
58	CONTROLLING LAW	79
59	RESERVATION OF RIGHTS	80
60	CHANGE OF LAW	80
61	JOINT WORK PRODUCT	81
62	RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	81
63	COOPERATION ON FRAUD MINIMIZATION.	82

64	NOTICES	82
65	RESPONSIBILITY OF EACH PARTY	82
66	PROOF OF AUTHORIZATION	83
67	NO THIRD PARTY BENEFICIARIES	83
68	BINDING EFFECT	83
69	REFERENCED DOCUMENTS	83
70	PUBLICITY AND ADVERTISING	84
71	AMENDMENT	84
72	EXECUTED IN COUNTERPARTS	84
73	HEADINGS OF NO FORCE OR EFFECT	84
74	CANCELLATION CHARGES	84
75	REGULATORY APPROVAL	84
76	COMPLIANCE WITH LAWS AND REGULATIONS.	85
77	ENTIRE AGREEMENT	85
78	COOPERATION	85
79	CONSENT	85
80	LAW ENFORCEMENT AND SERVICE ANNOYANCE	85
81	COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994 (CALEA)	85
APPENDICES AND EXHIBITS		88
APPENDIX A UNE PRICING (FILE; APP A)		88

APPENDIX A1, 252 (C) (2) PRICING, INTERCONNECTION, (FILE; APP A1) 88

APPENDIX B DIRECTORIES (BELOW) 88

APPENDIX C COLLOCATION – (FILE; COLLO APPENDIX C) 88

APPENDIX D INNERDUCT– (FILE; APPENDIX D (INNERDUCT) 88

APPENDIX E POLE ATTACHMENTS (FILE; APPENDIX E (PDR) 88

EXHIBIT 7 POLE ATTACHMENT SCHEMATIC; POLESEXH7 88

EXHIBIT 8 POLE ATTACHMENT SCHEMATIC; POLESEXH8 88

EXHIBIT 9 POLE ATTACHMENT SCHEMATIC; POLESEXH9 88

APPENDIX F UNE LOOP INTERVALS (BELOW) 88

APPENDIX G BILLING DISPUTE FORM (BELOW) 88

APPENDIX H INNERDUCT FORMS (FILE; APPENDIX H INNERDUCT FORMS) 88

APPENDIX I POLE ATTACHMENT FORMS (FILE; APPENDIX I POLE FORMS) 88

APPENDIX B DIRECTORIES 89

PRICE PER PAGE PER DIRECTORY PUBLISHING YEAR 99

APPENDIX F UNE INTERVALS 100

APPENDIX G – BILLING DISPUTE FORM 101

INTERCONNECTION AND SERVICE RESALE AGREEMENT

Recitals

This Interconnection and Service Resale Agreement ("Agreement"), made as of this 23rd day of August, 2005, is entered into between Unite Private Networks ("Unite") a Missouri corporation, and ALLTEL Nebraska, Inc. ("ALLTEL") a Nebraska corporation. Hereinafter, Unite and ALLTEL are referred to individually as "Party" and collectively as the "Parties."
WHEREAS, ALLTEL is a Local Exchange Carrier in the State of Nebraska;

WHEREAS, Unite is certified as a Competitive Local Exchange Carrier ("CLEC") in the State of Nebraska;

WHEREAS, pursuant to the Communications Act of 1934, as amended ("the Act"), and other applicable laws, the Parties desire to enter into an agreement for the interconnection of their networks and for the resale of telecommunications services;

NOW, THEREFORE, in consideration of the premises and mutual covenants of this Agreement, the Parties hereby agree as follows:

1 Introduction

1.1 Pursuant to this Agreement Unite and ALLTEL (collectively, the "Parties") will extend certain arrangements to each other for the purpose of offering wireline to wireline services within ALLTEL's service areas in the State of Nebraska where Unite is authorized as a CLEC. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the Nebraska Public Service Commission ("Commission") for approval.

2 SCOPE OF AGREEMENT

2.1 This Agreement sets forth the terms, conditions, and prices under which ALLTEL agrees to provide (1) Telephone Exchange Service and IntraLATA Telephone Toll Services and ancillary network services for resale (referred to as "Resold Local Services") and (2) Unbundled Network Elements (UNE) to Unite. The Agreement also sets forth the terms, conditions, and prices under which the Parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between the Parties for purposes of offering telecommunications services. The Agreement includes all accompanying appendices and the Recitals above are incorporated in this Agreement.

2.1.1 The terms and conditions of this Agreement shall apply to the Appendices attached hereto and made a part of this Agreement. In the event that there is a conflict that is not readily resolved by the context or by resort to unequivocal collateral material, between or among the provisions of this Interconnection and Service Resale Agreement and any of the Appendices attached hereto and made a part hereof pursuant to

Section 2.1 above, the provisions of this Interconnection and Service Resale Agreement shall prevail and be controlling.

2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval, or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld, or conditioned.

3 DEFINITIONS

Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

"Accessible Terminal" - is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

"Access Services" refers to the tariffed interstate and intrastate switched access and special access services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).

"Access Service Request" or "ASR" means the industry standard forms, e.g. OBF forms and supporting documentation, used for ordering Access Services. The ASR process will be used to order trunking and facilities between the Parties for local interconnection service.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, orders, and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

The term "Affiliate" shall mean a person, corporation, or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

"Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the line number of the calling party.

"Busy Verification Service" means an operator service call in which the caller inquires as to the line status of or requests an interruption of a call on another End User/Customer's Telephone Exchange Service line.

"Calling Name Delivery" or "CNAM", a Class feature, is an identifying service that allows the End User/Customer to view the calling party's name and the date and time of the call on a separate display device before the call is answered. The calling party name and the calling party number may both be delivered if the called End User/Customer subscribes to both CNAM and Calling Number Delivery (CND). The information is delivered to an End User/Customer premise equipment (CPE) display device during the first silent interval of the ringing cycle.

"Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Technical Pub. 77342 contains details regarding CPN.

"Carrier Identification Code" or "CIC" denotes the caller's interexchange carrier to which the traffic should be directed.

"Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate station loops for the purpose of connecting to each other and to trunks;

"Host End Office" means the end office switches which provide the central call processing functions for itself and its subtending Remote End Office Switches.

"Remote End Office" means the end office switches which obtain their call processing capability from a Host End Office. The Remote End Office can not accommodate dedicated transport to Unite.

"Tandem Office Switch" which is used to connect and switch trunk circuits between and among other Central Office Switches. Access and toll tandems provide connections for Exchange Access, Telephone Toll Service, and Telephone Exchange Service.

"Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to network elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation" the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation" the Housing Party installs and maintains the collocating Party's equipment in the Housing Party's premises.

"Commission" means the Nebraska Public Service Commission.

"Common Channel Signaling" or "CCS" means a method of digitally transmitting call setup and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

"Competitive Local Exchange Carrier" or "CLEC" means an entity authorized by the Commission to provide Telephone Exchange Service that does not otherwise qualify as an incumbent LEC.

"Cross-Connect" means facilities between Unite's collocation space and ALLTEL's network.

"Custom Local Area Signaling Services" or "CLASS" means a group of End User/Customer services that provide selective-call screening, alerting, and calling-identification delivery functions. CLASS services take advantage of the calling-number information in common-channel signaling. CLASS is a service trademark of Bellcore.

The terms "Directory" or "Directories" shall mean publications, in any format or media, issued by ALLTEL comprised of or containing the alphabetical listings of End Users/Customers having local Exchange telephone service (which have been known as the "ALLTEL White Pages") and any advertising contained therein, as well as those publications comprised of or containing classified listing and classified advertising (which have been known as the "ALLTEL Yellow Pages").

"Directory Listings" or "Listings" means any information (1) identifying the listed names of End Users/Customers of a telecommunications carrier and such End Users/Customers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the telecommunications carrier or an affiliate has published, caused to be published, or accepted for publication in any directory format.

"End User/Customer" means a third-party (residence or business) that subscribes to Telephone Exchange Service provided by either of the Parties.

The term "End User/Customer List Information" shall mean a list of the names, addresses, and telephone numbers and any privacy indicators of End Users/Customers as supplied to ALLTEL by Unite.

"Enhanced Local Calling Area" or "ELCA" means traffic terminating within a specified radius of the calling exchange, as measured from the originating central office switch rating point to the terminating central office switch rating point. ELCA areas are described in ALLTEL's Local Exchange Tariff.

"Enhanced Service Provider" is defined as any entity which provides enhanced services. Enhanced services shall be defined consistent with the FCC's definition. They are services that employ computer processing applications which act on the format, content, code, protocol, or similar aspects of the End User/Customer's transmitted information; provide the End User/Customer additional, different, or

restructured information; or involve End User/Customer interaction with stored information.

"Exchange" shall be defined as provided by the Rules of the Commission.

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"Exchange Message Interface" or "EMI" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement, and study data. EMI format is contained in SR-320 CRIS Exchange Message Interface, an ATIS (Alliance for Telecommunications Industry Solutions) document that defines industry standards for exchange message interfaces.

"Extended Area Service" or "EAS" shall mean telecommunication service whereby End Users/Customers located in a given exchange may make calls to and receive calls from another exchange or make calls to one or more exchanges without usage charges. EAS areas are determined by the Commission.

"Interconnection" is the linking of the Parties' networks for the mutual exchange of traffic and for Unite's access to unbundled network elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by Collocation, entrance facilities, or Mid-Span Meet arrangements.

"Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

"Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

"IntraLATA Telephone Toll Service" is defined in accordance with ALLTEL's current IntraLATA Toll serving areas, as determined by the Commission.

"Local Access and Transport Area" or "LATA" denotes a geographical area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to service common social, economic, and other purposes.

"Loop", "Local Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the

transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.

"Local Service" or "Local Traffic" is defined as Telephone Exchange Service.

"Local Service Request" or "LSR" means the industry standard forms, e.g. OBF forms and supporting documentation and associated procedures used for ordering Local Service.

"LSPI" is defined as Local Service Provider Identification.

"Local Switch Features" are optional End User/Customer switched services that include, but are not necessarily limited to: Last Call Return; Call Trace; Caller ID and Caller Display Blocking; Priority Call, Call Waiting; Selective Call Forward; Call Rejection.

"Main Distribution Frame" or "MDF" means the distribution frame of the Party providing Loop facilities. The MDF is used to connect cable pairs and line and trunk equipment terminals on a switching system.

"Mated Pair Functionality" refers to the deployment of Service Control Points (SCPs) and Service Transfer Points (STPs). SCPs and STPs are usually deployed in mated pair configurations in separate physical locations to ensure network-wide service in the event of an isolated failure.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more local exchange carriers "LECs" (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, that functions under the auspices of the CLC of ATIS. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"Mid-Span Meet" is a Point of Interface between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

"Network Interface Device" or "NID" is a device wired between a loop and the inside wiring to isolate the End User/Customer's equipment from the network at the End User/Customer's premises.

"Nonrecurring Charge" means any charge not billed on a monthly recurring or usage basis, e.g. one time installation, service order, trip, or central office charge.

"North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

"NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

"OCN" is defined as Operating Company Number.

"Party" means either ALLTEL or Unite and "Parties" means ALLTEL and Unite.

"Point of Interface" or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a CLEC) takes place.

"Public Safety Answering Point" or "PSAP" is an answering location for 911 calls originating within a defined geographic area.

"Publish" means not by way of limitation but by way of illustration, the following with respect to the Directories:

1. obtaining and using End User/Customer List Information, End User/Customer delivery information, telephone service provider information, and community information;

2. selling, pricing, and advertising;

3. promoting usage, marketing, and branding;

4. developing, designing, composing, arranging, compiling, advertising, content, format, and style;

5. exercising editorial control;

6. sizing, producing, printing, and manufacturing;

7. delivering and distributing, and

8. managing other miscellaneous matters related to the Directories.

"Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service. The "Rate Center Point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive End User/Customer traffic to or from

the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center Area" is the exclusive geographic area identified as the area within which the LEC will provide Telephone Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center Point must be located within the Rate Center Area.

"Reseller" is a category of CLEC, certified by the Commission, that obtains dial tone and associated telecommunications services from ALLTEL through the purchase of bundled finished services for resale to the CLEC's End Users/Customers.

"Service Control Point" or "SCP" means a signaling end point that acts as a data base to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

"Service Management System" or "SMS" is defined as a computer data base system not part of the public switched network that interconnects to an SCP and sends to that SCP information and call processing instructions needed for a network switch to process and complete a telephone call. The SMS is the mechanism used to populate call-related data base information stored in a service provider's SCP.

"Service Switching Point" or "SSP" means a telephone switch capable of launching queries to and receiving responses from entities in the SS7 network. A query/response pair is sometimes referred to as a "data base dip". SSP functionality is service-specific, that is, 800-number functionality is distinct from LIDB functionality, which is distinct from CNAM functionality.

"Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives, and processes Common Channel Signaling messages.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors, or similar Switched Exchange Access services.

"Tariff Services" as used throughout this Agreement refers to the respective Parties' interstate tariffs and state tariffs, price lists, price schedules, and catalogs.

"Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users/Customers intercommunicating service of the character ordinarily furnished by a single exchange or local calling area and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a End User/Customer can originate and terminate a telecommunications service. EAS and ELCA services are included in Telephone Exchange Service. Services such as voice mail service are not Telephone Exchange Service and therefore are not available for resale.

"Telephone Toll Service" means telephone service between different exchange areas of which there is a separate charge not included in contracts with End Users/Customers for exchange service.

"Traffic Type" is the characterization of traffic as Telephone Exchange Service (also known as Local, EAS, or ELCA) or "Telephone Toll Service" which shall be the same as the characterization established by the effective tariffs of the incumbent local exchange carrier as of the date of this agreement.

"Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Office switches, used for the provision of Telephone Exchange Service and Exchange Access Services, are located.

"0ZZ Digits" denotes the domestic call type, e.g. 1+, and thus the specific trunk group onto which a particular call should be routed.

4 TRAFFIC EXCHANGE

4.1 SCOPE

Traffic exchange addresses the exchange of traffic between Unite End Users/Customers and ALLTEL End Users/Customers. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks, without the use of third party transit providers.

4.2 TYPES OF TRAFFIC

The types of traffic to be exchanged under this Agreement include:

4.2.1. Local Traffic

a. Termination of Local Traffic

Telephone Exchange Service will be terminated as Local traffic.

b. Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

4.2.1.1 While the Parties anticipate the use of two-way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network at the POI.

4.2.1.2 The Parties may elect to purchase transport services between ALLTEL's network and Unite's POI from each other or a third party. Such transport may be purchased from ALLTEL as either tandem transport or dedicated transport.

4.2.1.3 The Parties shall utilize direct end office trunk groups under any one of the following conditions:

4.2.1.3.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between.

4.2.1.3.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between UNITE's switch and a ALLTEL end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

4.2.1.3.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (4.2.1.3.1. and 4.2.1.3.2.) above.

4.2.1.3.4 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

4.2.1.3.5 The Parties expect that, where feasible, local traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. Inband signaling may be used if CCS/SS7 is not available.

4.2.1.3.5.1 Unite and Alltel are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

4.2.2 Non-local traffic

Non-local traffic consists of Telephone Toll Service. The Parties expect that, where feasible, non-local traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full

interoperability and billing functions. Inband signaling may be used if CCS/SS7 is not available.

4.2.3 Access traffic

4.2.3.1 Compensation for termination of interstate interLATA intercompany traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.

4.2.3.2 In the event that LSP does not have a filed Intralata Interexchange tariff or price list for access service, LSP will utilize rates that do not exceed ALLTEL's tariffed access rates.

4.2.3.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.

4.2.3.3.1 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.

4.2.3.3.2 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.

4.2.3.3.3 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.

4.2.3.3.4 ALLTEL and LSP will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.

4.2.3.3.5 Billing to interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.

4.2.3.3.6 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

4.2.3.3.7 Each Party will provide the other a single point of contact to handle any MPB questions.

4.2.3.4. Transit Traffic

4.2.3.4.1 ALLTEL will accept traffic originated by Unite and will terminate it at a POI with another CLEC, Exchange Carrier, or Wireless Carrier. ALLTEL will provide this transit service only through its tandem switch. ALLTEL may provide Unite with Wireless interconnection usage reports on traffic which originated to Unite when requested. Unite may also provide ALLTEL with transit service.

4.2.3.4.2 The Parties expect that all networks involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMI standard and to exchange records with both the transiting company and the terminating company to facilitate the billing process to the originating network. Inband signaling may be used if CCS/SS7 is not available.

4.2.3.4.3 The Parties will only accept as transit traffic calls originating and terminating in the same Local calling area as defined by ALLTEL's Local Exchange Tariff.

4.2.3.5 Ancillary traffic includes all traffic destined for ancillary services, including, but not limited to the following:

4.2.3.5.1 911/E911
4.2.3.5.2 8ZZ
4.2.3.5.3 LIDB
4.2.3.5.4 CNAM

Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is Telephone Exchange Service, Intra-LATA Telephone Toll Service, or Access Traffic, as appropriate.

5 RATE STRUCTURE - LOCAL TRAFFIC

5.1. Call Termination

5.1.1 The Parties agree to reciprocally exchange Local Traffic between their networks.

5.1.1.1 For traffic routed to an ALLTEL or Unite end office Bill & Keep will be used as the method of compensation. Rates for Direct Trunk Transport facilities ordered pursuant to §251(c)(2) of the Act may apply as described below.

5.1.1.2 For traffic routed to an ALLTEL or Unite tandem switch Bill & Keep will be used as the method of compensation

5.1.1.3 For transport routed through a tandem switch to an end office, Bill and Keep will be used as the method of compensation.

5.1.2 The Unite switch(es) shall be treated as end office switch(es). The Parties acknowledge that Unite may, in the future, deploy switch(es) in ALLTEL's Exchanges in Nebraska. As a matter of convenience, Unite may transmit its terminating Local Traffic among one or more switches. Such a switching architecture and arrangement are not to change or affect the Bill & Keep method of compensation. The foregoing does not preclude Unite from introducing a tandem office switch. Unite will notify ALLTEL at least six (6) months before it makes a Tandem Office Switch operational.

5.1.3 For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to Enhanced Service Providers. These parties have historically been subject to an access charge exemption by the FCC which permits the use of Telephone Exchange Service as a substitute for switched access

service. he Parties agree to exempt traffic originated to and terminated by Enhanced Service Providers from the reciprocal compensation arrangements of this Agreement.

5.1.4 Bill and Keep will be the method of compensation each Party will use to compensate the other for its traffic originating on its network and terminating to the other Party's End User/Customer. One way traffic terminating to paging terminals is not included in this compensation. Both originating and terminating points for the minutes of use must be contained within the same Local calling area as defined by ALLTEL's Local Exchange Tariff. The Party which provides transit service to the other Party is entitled to compensation based on the transit service provided.

5.1.5 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

5.1.6 Compensation for the exchange of local traffic will be as stated in "a" through "d" of this section until such time as local traffic is out of balance by more than a ratio of 60% to 40%. The traffic must remain out of balance for three consecutive months. At that time either party may request a reciprocal compensation arrangement pursuant to Section 70 (Amendment) of this agreement.

5.2 Transport

5.2.1 If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and appropriate transport rates will apply. End Office call termination rates shall apply as described above.

5.2.2 If a Party desires to purchase dedicated transport, pursuant to §251(c)(2) of the Act from the other Party, the Direct Trunk Transport rate elements will apply. Transport rate elements include the dedicated transport facilities between the POI and the terminating tandem or end office switches. The applicable dedicated transport rates are listed in Appendix A1.

5.2.3 Dedicated transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching functions for the use of either Party between the POI and the terminating end office or tandem switch. These fiber facilities are provided with redundancy.

5.2.3.4 If the Parties elect to establish two-way dedicated trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The compensation shall be pursuant to the rates listed in Appendix A1 for Direct Trunk Transport facilities ordered pursuant to §251(c)(2) of the Act. The actual rate paid to the provider for the

dedicated facility shall be reduced to reflect provider's use of that facility. The adjustment in the Direct Trunk Transport facilities ordered pursuant to §251(c)(2) of the Act and entrance facility rates shall be a percentage that reflects ALLTEL's relative use, i.e., originating minutes of use, of the facility in the busy hour. The percentage for the first year the Agreement is in effect shall be fifty (50) percent Unite usage and fifty (50) percent ALLTEL usage. At the end of the first year, will perform a traffic study. This traffic study shall be used to true-up the prior year's usage and shall remain in effect for the following year. The provider will perform a traffic study no more than once per year to determine this percentage. Except for the first year, there shall be no retroactive true.

5.2.3.5 When Unite purchases tandem transport from ALLTEL for the purpose of terminating Telephone Exchange Service, Bill and Keep will be used as the method of compensation. Tandem transport includes the tandem transport facilities between ALLTEL's Tandem Switch and the terminating End Office Switch. Bill and Keep will be used as the method of compensation for a call terminating to an ALLTEL Host End Office, using tandem transport. Bill and Keep will be used as the method of compensation for a call terminating to an ALLTEL Remote End Office will be billed tandem transport rates for facilities between ALLTEL's Tandem Switch and the Host End Office and also for the facilities between ALLTEL's Host End Office and the terminating Remote End Office.

5.2.3.6 Multiplexing options are available at rates described in Appendix A1.

6 RATE STRUCTURE - NON-LOCAL TRAFFIC

Applicable Switched Access Tariff rates, terms, and conditions apply to non-Telephone Exchange Service traffic routed to an access or toll tandem, or directly to an end office. For transiting non-local traffic, the Parties will charge the applicable switched access rates to the RESPONSIBLE CARRIER, E.G. AN IXC.

7 RATE STRUCTURE - TRANSIT TRAFFIC

For transiting local traffic, the applicable Local Transit rate in Appendix A1 apply to the originating party based on the use of the corresponding facilities in transiting the call.

8 LOCAL SERVICE INTERFACE CODE AVAILABILITY AND OPTIONAL FEATURES

8.1 Interface Code Availability

Supervisory Signaling specifications and the applicable network channel interface codes for local service trunks are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable switched access tariffs.

8.2. Optional Features

8.2.1 Inband MF or SS7 Out-of-Band Signaling

Inband MF signaling and SS7 Out-of-Band Signaling are available for local service trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new local service trunks. Provisioning of the local service trunks equipped with MF signaling or SS7 Out-of-Band Signaling is the same as that used for Feature Group D Switched Access.

8.2.2 Clear Channel Capability

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for local service trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to ALLTEL's tandem switch or ALLTEL's end office switches. Where not currently available, requests for Clear Channel Capability and prices will be considered on an individual case basis. Clear Channel Capability must be requested on the order for the new local service trunks. The provisioning of the local service trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. ALLTEL will provide Unite with a list of ALLTEL end offices and tandem equipped with Clear Channel Capability.

9 MEASURING LOCAL SERVICE MINUTES

9.1 Measurement of terminating local minutes begins when the terminating Local Service entry switch receives answer supervision from the called End User/Customer's end office indicating the called End User/Customer has answered. The measurement of terminating call usage over Local Service trunks ends when the terminating Local Service entry switch receives disconnect supervision from either the called End User/Customer's end office, indicating the called End User/Customer has disconnected, or Unite's POI, whichever is recognized first by the entry switch.

9.2 ALLTEL and Unite are required to provide each other the proper call information, e.g. originated call party number and destination call party number, etc., to enable each Party to issue bills in a complete and timely fashion.

10 TESTING

All testing and performance standards are described in ALLTEL's State Access Tariff.

11 MILEAGE MEASUREMENT

Where required, the mileage measurement will be consistent with ALLTEL's State Access Tariff.

12 INTERCONNECTION

12.1 INTERCONNECTION POINTS

12.1.1 ALLTEL will provide Interconnection at the trunk interconnection points, the central office cross-connect points, and the MDF. Unite shall establish at least one point of interconnection at a technically feasible point on ALLTEL's interconnected network in each LATA.

12.1.2 Interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1. jointly provisioned facilities arrangements (Mid Span Meet Point), 2. Collocation, and 3 lease arrangements (Entrance Facilities).

12.1.2.1 In order to gain connectivity, the IP is required at one of the following locations:

12.1.2.1.1 IP at the ALLTEL Access Tandem Office where available, and;

12.1.2.1.2 IP at the ALLTEL End Office, and;

12.1.2.1.3 IP at the ALLTEL Access Tandem, where available, or End Office for a ALLTEL remote central office.

12.2 MID-SPAN MEET POI

12.2.1 A Mid-Span Meet POI is a negotiated point of connection limited to the interconnection of facilities between the Parties' switches. Mid-Span Meet POI may be accomplished by the Parties through negotiation of the actual physical point of connection and facilities to be used. Each Party will be responsible for its portion of the construction of the facilities to the Mid-Span Meet POI.

12.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled network elements, Unite must pay the portion of the economic costs of the Mid-Span meet arrangements used by Unite for access to unbundled network elements.

12.3 COLLOCATION

12.3.1 Interconnection may be accomplished through Collocation. The terms and conditions under which Collocation will be available are described in Appendix C

12.4 ENTRANCE FACILITY

12.4.1 Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the Wire Center of the provider to the other Party's switch location. Entrance facilities may not extend beyond the area described by the provider's Wire Center. The rates for entrance facilities are listed in Appendix A1.

13 QUALITY OF INTERCONNECTION

13.1 ALLTEL will provide to Unite Interconnection of a quality equal to that which ALLTEL provides to itself.

13.2 Both Parties agree to manage their network switches in accordance with current industry standards.

14 POINT OF INTERFACE

Upon the request for specific point-to-point routing, ALLTEL will make available to Unite information indicating the location and technical characteristics of ALLTEL's network facilities. The following alternatives are negotiable:

14.1 A DS1 or DS3 facility, where digital facilities are available (where suitable facilities are not available and ALLTEL is required to build, the construction process as described in ALLTEL's General Exchange Tariff will apply however, any charges will be developed using TELRC methodology.

14.2 Collocation; and

14.3 Negotiated Mid-Span Meet facilities.

Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

15 TRUNKING REQUIREMENTS

15.1 The Parties agree to provide interconnection facilities that are designed to meet industry standards.

15.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements, e.g. (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to

TOPS tandems. The following is the current list of traffic types that may require separate trunk groups, unless specifically otherwise stated in this Agreement.

15.2.1 Telephone Toll Service and switched access trunks

15.2.2 Telephone Exchange Service trunks

15.2.3 Directory Assistance trunks

15.2.4 911/E911 trunks

15.2.5 Operator services trunks

15.2.6 Transit service (including CMRS)

15.2.7 8ZZ trunks, e.g. 800 service

15.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Telephone Exchange Service, Telephone Toll Service, transit service, and switched access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

15.4 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all Telephone Exchange Service. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

15.5 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided switched access service, the tandem provider will provide MF/CCS interworking as required for interconnection with IXCs who use MF signaling.

15.6 The Parties will follow appropriate OBF adopted standards pertaining to ASRs and CIC/OZZ codes.

15.7 The Parties will cooperate in the provision of Transit Network Selection for the joint provision of switched access. Transit Network Selection is the provision of CIC and 0ZZ signaling codes and digits to facilitate the transport of transit traffic via alternate tandem switching providers. Additional details of the provision of CIC and 0ZZ and alternate tandem switching are contained in ALLTEL's State Access tariff.

15.8 The Parties shall terminate Telephone Exchange Service traffic exclusively on Telephone Exchange Service trunk groups.

15.9 Unite will not route traffic to ALLTEL's local end office switches to act as a tandem on Unite's behalf nor will ALLTEL route traffic to Unite's local end office switches to act as a tandem on ALLTEL's behalf.

15.10 This Agreement is applicable only to ALLTEL's serving areas. ALLTEL will not be responsible for interconnections or contracts relating to any of Unite's interconnection with any other Carrier.

16 INTERCONNECTION FORECASTING

16.1 The Parties agree that joint planning meetings will take place at least once per year. This planning will include issues of network capacity, forecasting, and compensation calculation, where appropriate.

16.2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups.

16.2.1 Intercompany forecast information must be provided by the Parties to each other once a year. These forecasts shall include forecasted requirements for each trunk group identified in this Agreement. Forecasts shall be for a minimum of three (current, plus-1 and plus-2) years.

16.2.2 Forecasts shall include a description of major network projects anticipated that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand.

16.2.3 If differences in the forecasts of the Parties vary by more than 24 additional two-way trunks for each Local Service Interconnection trunk group, the Parties shall reconcile the forecast to within 24 trunks.

16.3 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

17 SERVICE INTERRUPTIONS

17.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such a plan.

17.2 The characteristics and methods of operation of any circuits, facilities, or equipment of either Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not:

17.2.1 Interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services;

17.2.2 Cause damage to their plant;

17.2.3 Violate any Applicable Law regarding the invasion of privacy of any communication carried over the Party's facilities; or

17.2.4 Create hazards to the employees of either Party or to the public.

Each of these requirements is hereinafter referred to as an "Impairment of Service".

17.3 If either Party causes an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility, or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility, or equipment.

17.4 When Unite reports trouble to ALLTEL and no trouble is found in ALLTEL's equipment, Unite will be responsible for payment of service maintenance charges listed in Appendix A for the period of time from when ALLTEL's personnel are dispatched to when ALLTEL's personnel complete the work. Conversely, if ALLTEL reports trouble to Unite and no trouble is found in Unite's equipment, ALLTEL will be responsible for payment of service maintenance charges listed in Appendix A for the period of time from when Unite personnel are dispatched to when Unite's personnel complete the work.

17.5 No out-of-service credit will apply for service interruptions if the trouble is a result of a failure in the equipment or service of the Party that was out of service.

17.6 Each Party shall be solely responsible, and bear the expense, for the overall design of its services. Each Party shall also be responsible for any redesign or rearrangement of its services that may be required because of changes in facilities, operations or procedures, minimum network protection criteria, and operating or maintenance characteristics of the facilities.

17.7 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a trouble reporting contact for such service. ALLTEL's contact is its Service Center .

17.8 Where new facilities, services and arrangements are installed, ALLTEL shall ensure that continuity exists and take appropriate transmission measurements as described in its State Access Tariff before advising Unite the new circuit is ready for service.

17.9 Each Party shall furnish a trouble reporting telephone number for the designated SAC. This number shall give access to the location where any trouble reports are readily available. ALLTEL provides twenty-four hour, seven days per week access to the SAC.

17.10 Before either Party reports a trouble condition, they shall use their best efforts to isolate the trouble to the other's facilities.

17.10.1 In cases where a trouble condition in one Party's facilities and network affects a significant portion of the other's service, the Party whose facilities and network are causing the trouble shall assign the same priority to correcting the trouble condition that it would assign if the trouble condition were affecting its own, like End Users/Customers.

17.10.2 The Parties shall actively cooperate in isolating trouble conditions.

18 UNBUNDLED NETWORK ELEMENTS (UNEs)

18.1 GENERAL TERMS

18.1.1 ALLTEL agrees to provide the following unbundled network elements which are addressed in more detail in later sections of this Agreement:

18.1.1.1 digital cross-connect systems
18.1.1.2 local loop (2/4 wire, loaded and non-loaded)
18.1.1.3 MTE access sub-loop

18.1.1.4 Combinations
18.1.1.5 network interface devices

18.1.2 ALLTEL will not restrict the types of telecommunications services Unite may offer through unbundled elements, nor will it restrict Unite from combining elements with any technically compatible equipment Unite owns. ALLTEL will provide Unite with all of the telecommunication service functionalities of a particular element, so that Unite can provide any telecommunications services that can be offered by means of the element.

18.1.3 Eminent Domain for Unbundled Network Elements

ALLTEL shall have the right to terminate the provision of a specific unbundled network element at any time where the Wire Center premises or the unbundled network element itself become the subject of a taking by eminent domain authority having such power. ALLTEL shall notify Unite of such termination and identify the schedule by which Unite shall proceed to have any Unite equipment connected to the unbundled network element removed. Unite shall have no claim against ALLTEL for any relocation expenses (unless ALLTEL is awarded relocation expenses as part of any award made for such taking), any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any termination.

18.2 **DESCRIPTION OF UNBUNDLED ELEMENTS**

18.2.1 Digital Cross-Connect Systems

ALLTEL will provide Unite with connection to mutually agreed upon digital cross-connect system (DCS) points.

18.2.2. ALLTEL will provide a connection between Unbundled Network Elements and a Demarcation Point. Such connection is a cross connect. A cross connect is required for each Unbundled Network Element or ancillary service delivered to Unite. The cross connect provides the connection between the Unbundled Network Element and POT Bay or other Central Office Demarcation Point. The cross connect is ordered in conjunction with a UNE. The charges for the cross connect are contained in Appendix A. The cross connect may be ordered per termination.

18.2.3 Unbundled Local Loops

18.2.3.1 Service Description

18.2.3.1.1 An Unbundled Loop is defined as set forth in III. AF. Above.

18.2.3.1.2 Basic Unbundled Loops are available as a two-wire or four-wire, point-to-point configuration suitable for Telephone Exchange Services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, Unite is requested to specify loop start or ground start option. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to Unite.

18.2.3.1.3 To the extent Unite requires an Unbundled Loop to provide ISDN or *X*DSL type service, such requirements will be identified on the order for Unbundled Loop Service. Conditioning charges will apply, as required, to condition such loops to ensure the necessary transmission standards are satisfied.

18.2.3.1.4 When extension technology is required to bring the circuit to necessary specifications ALLTEL will provide it at no additional cost. However if Unite requests extension technology and it is not necessary to bring the circuit to necessary specifications ALLTEL may charge for the extension technology.

18.2.3.1.5 When Unite wants to provide XDSL type of services on non loaded loops; these loops will be available on the same basis as ALLTEL provides services to its end user customer. This includes access to loop qualification information that is equal to what ALLTEL has to provide service to its end user customer.

18.2.3.1.6 Rates for loops, extension technology and conditioning (Cable Unloading/Bridge Tap Removal) are found in Appendix A.

18.2.3.2 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. ALLTEL's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces, and parameters. ALLTEL does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between Unite's End User/Customer and ALLTEL's end office and may vary due to characteristics inherent in the physical network. ALLTEL, in order to

properly maintain and modernize the network, may make necessary modifications and changes to the network elements in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to Section 35, Notice of Changes, following.

18.2.3.3 Facilities and lines furnished by ALLTEL on the premises of Unite's End User/Customer and up to, and including, the NID or equivalent are the property of ALLTEL. ALLTEL must have access to all such facilities for network management purposes. ALLTEL's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop Service to remove such facilities and lines.

18.2.3.4 Unbundled Loops include the facilities between the ALLTEL distribution frame up to and including ALLTEL's NID located at Unite's End User/Customer premises. The connection between the distribution frame and Unite facilities is accomplished by ordering the applicable cross-connect in conjunction with Collocation in Appendix C.

18.2.3.5 Two installation options are available for unbundled loops. They are 1) basic; and 2) Coordinated installation with cooperative testing.

18.2.3.5.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, ALLTEL will provide a completion notice to Unite to notify Unite that the ALLTEL work has been completed.

For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to UNITE. There is no associated circuit testing performed.

For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to UNITE.

18.2.3.5.2 Coordinated Installation with Cooperative Testing. Coordinated Installation with Cooperative Testing may be

ordered for new or existing service. For both new and existing service, UNITE must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the UNITE designated "Appointment Time", the ALLTEL Implementer/Tester contacts UNITE to ensure UNITE is ready for installation. If UNITE is not ready within thirty (30) minutes of the scheduled appointment time, then UNITE must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. Unite will be charged for the installation option. If ALLTEL is not ready within thirty (30) minutes of the scheduled appointment time, ALLTEL will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If ALLTEL fails to perform cooperative testing due to ALLTEL's fault, ALLTEL will waive the nonrecurring charge for the installation option. If UNITE still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, ALLTEL will issue a jeopardy notice and a FOC with a new Due Date.

For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that UNITE requests. Upon completion of ALLTEL performance testing, the ALLTEL Implementer/Tester will contact UNITE, read the ALLTEL test results, and begin UNITE cooperative testing. Within two (2) business days, ALLTEL will email the ALLTEL test results to a single, designated UNITE office email address.

For new End User service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of ALLTEL performance testing, the ALLTEL Implementer/Tester will contact UNITE, read the ALLTEL test results, and begin UNITE cooperative testing. Within two (2) business days, ALLTEL will email the ALLTEL test results to a single, designated UNITE office email address.

18.2.3.5.3 If applicable, the construction process as described in ALLTEL's General Exchange Tariff may apply to the

construction of new unbundled loops on behalf of Unite. However, any charges for the construction will be developed using TELRIC methodology.

18.2.4 MTE Point of Interconnection (MTE-POI)

MTE-Access will be provided pursuant to FCC rules and regulations.

18.2.4.1 A MTE-POI is necessary when UNITE is obtaining access to the Distribution Loop or Intra-building Cable Loop from an MTE Terminal controlled by ALLTEL. UNITE must create the cross-connect field at the building terminal that will allow UNITE to connect its facilities to ALLTEL's subloops. The Demarcation Point between UNITE and ALLTEL's facilities is the MTE-POI.

18.2.4.2 Access to Distribution Loops or Intra-building Cable Loops at an MTE Terminal within a non-ALLTEL owned MTE is done through an MTE-POI. Remote Collocation is not necessary because UNITE can access the Subloop without placing facilities in a ALLTEL Premises. Collocation is required if Unite requests placement of equipment at the ALLTEL premises.

18.2.4.3 To obtain such access, UNITE shall complete the "MTE-Access Ordering Process" set forth below

18.2.4.4 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. UNITE may access the MTE Terminal as a test access point.

18.2.4.5 UNITE will work with the MTE building owner to determine where to terminate its facilities within the MTE. UNITE will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. UNITE shall seek to work with the building owner to create space for such terminations without requiring ALLTEL to rearrange its facilities.

18.2.4.6 If there is space in the building for UNITE to enter the building and terminate its facilities without ALLTEL having to rearrange its facilities, UNITE must seek to use such space. In such circumstances, an inventory of UNITE's terminations within the MTE shall be input into ALLTEL's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. ALLTEL shall have seven (7) calendar

days from receipt of a written request from UNITE to input the inventory of UNITE's terminations into its systems. ALLTEL may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, ALLTEL shall provide written notification to UNITE of the extended interval ALLTEL believes is necessary to complete the work. UNITE may dispute the need for, and the duration of, an extended interval using the dispute resolution process. If UNITE submits a Subloop order before ALLTEL inputs the inventory into its systems, ALLTEL shall process the order in accord with the ordering process below.

18.2.4.7 If UNITE connects ALLTEL's Subloop element to UNITE's facilities using any temporary wiring or cut-over devices, UNITE shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) calendar Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

18.2.4.8 If there is no space for UNITE to place its building terminal or no accessible terminal from which UNITE can access such Subloop elements, and ALLTEL and UNITE are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, ALLTEL will either rearrange facilities to make room for UNITE or construct a single point of access that is fully accessible to and suitable for UNITE. In such instances, UNITE shall pay ALLTEL a nonrecurring charge, which shall be ICB, based on the scope of the work required. If UNITE requests that a new SPOI be established, then UNITE shall pay ALLTEL a nonrecurring charge that shall be ICB, based on the scope of the work required. If the MTE terminal is hard wired in such a manner that a network Demarcation Point cannot be created, ALLTEL will rearrange the terminal to create a cross-connect field and Demarcation Point. Charges for such rearrangement shall be recovered through recurring termination charges.

18.2.4.9 If ALLTEL must rearrange its MTE Terminal to make space for UNITE, ALLTEL shall have forty-five (45) calendar Days from receipt of a written request from UNITE to complete the rearrangement. ALLTEL may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar Days. In such cases, ALLTEL shall provide written notification to UNITE of the extended interval ALLTEL believes is necessary to complete the work. UNITE may dispute the need for, and the duration of, an extended interval using the dispute resolution process.

18.2.4.10 If ALLTEL must construct a new detached terminal that is fully accessible to and suitable for UNITE, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

18.2.4.11 UNITE may cancel a request to construct an FCP or SPOI prior to ALLTEL completing the work by submitting a written notification via certified mail to its ALLTEL account manager. UNITE shall be responsible for payment of all costs previously incurred by ALLTEL as well as any costs necessary to restore the property to its original condition.

18.2.4.12 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intra-building cable to UNITE facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

18.2.5 MTE Terminal Subloop Access - MTE-Access Ordering Process

18.2.5.1 UNITE shall notify its account manager at ALLTEL in writing, including via email, of its intention to provide access to Customers that reside within a MTE. Upon receipt of such request, ALLTEL shall have up to ten (10) calendar Days to notify UNITE and the MTE owner whether ALLTEL believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, ALLTEL shall provide such notification within two (2) business days. In the event that UNITE provides ALLTEL with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the Customer side of the terminal, the preceding ten (10) day period shall be reduced to five (5) calendar Days from ALLTEL's receipt of such claim.

18.2.5.2 If the MTE owner owns the facilities on the Customer side of the terminal, UNITE may obtain access to all facilities in the building in accordance with Section 18.2.7. "Network Interface Device (NID)".

18.2.5.3 If ALLTEL owns the facilities on the Customer side of the terminal and if UNITE requests space to enter the building

and terminate its facilities and ALLTEL must rearrange facilities or construct new facilities to accommodate such access, UNITE shall notify ALLTEL.

18.2.5.4 UNITE may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. UNITE will populate the LSR with the termination information provided by UNITE at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

18.2.5.5 If UNITE ordered Intra-building Cable Loop, UNITE shall dispatch a technician to run a jumper between its Subloop elements and ALLTEL's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If UNITE ordered a Subloop type other than Intra-building Cable Loop, ALLTEL will dispatch a technician to run a jumper between UNITE's Subloop elements and ALLTEL's Subloop elements to make a connection at the MTE-POI. UNITE, at its option, may request that ALLTEL run the jumper for Intra-building cable in MTEs when the inventory is done and a complete LSR has been submitted.

18.2.5.6 When UNITE accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. UNITE shall clearly label the cross-connect wires it uses. UNITE wiring will be neatly dressed. When UNITE accesses Subloops in MTE Terminals, it shall adhere to ALLTEL's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If UNITE requests a MTE Terminal access protocol that is different from ALLTEL's Standard MTE Terminal Access Protocol, ALLTEL shall negotiate with UNITE promptly and in good faith toward that end.

18.2.5.7 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when ALLTEL runs the jumper, the Subloop provisioning intervals contained in Exhibit C shall apply.

18.2.5.8 For access to ALLTEL's on-premises MTE wire as a Subloop element, UNITE shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by ALLTEL before securing such access. ALLTEL shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. ALLTEL shall be entitled to charge for the Subloop element as of the time of LSR submission by UNITE.

18.2.6 Repair and Maintenance

18.2.6.1 MTE Terminal Subloop Access: ALLTEL will maintain all of its facilities and equipment in the MTE and UNITE will maintain all of its facilities and equipment in the MTE.

18.2.7 Network Interface Device (NID)

18.2.7.1 Service Description

The NID is a device wired between a loop and the inside wiring to terminate the inside wiring and isolate the End User/Customer's equipment from the network at the End User/Customer's premises. The NID is available in single and multiple pair configurations.

18.2.7.2 ALLTEL connects facilities to the network side of the NID and the End User/Customer, or its agent, connects the inside wire to the End User/Customer side of the NID. Only ALLTEL will connect facilities, whether owned by ALLTEL or Unite, to the network side of ALLTEL's NID. This service will be provided as Network Interface Device connection. The Network Interface Device connection non-recurring charge, as listed in Appendix A, will apply.

18.2.7.3 If Unite purchases an unbundled NID, the Network Interface Device connection recurring charge, as listed in Appendix A, will apply. When a premise visit is required, a Network Interface Device connection non-recurring charge, as listed in Appendix A, will also apply.

18.2.7.4 The price for physical access to the NID, if applicable, will be provided on an individual case basis.

18.2.8 Additional Unbundled Network Elements

18.2.8.1 Any request for Interconnection or access to an UNE that is not already available as described herein shall be treated as a Bona Fide Request ("BFR"). ALLTEL shall use the BFR process to determine the terms and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnections. ALLTEL will administer the BFR process in a non-discriminatory manner.

18.2.8.2 A BFR shall be submitted in writing and on the appropriate ALLTEL form for BFRs. The form will request, and Unite will need to provide, at a minimum:

18.2.8.2.1 a technical description of each requested UNE or new/different points of Interconnection.;

18.2.8.2 the desired interface specification;

18.2.8.3 each requested type of Interconnection or access;

18.2.8.4 a statement that the Interconnection or UNE will be used to provide a Telecommunications Service;

18.2.8.5 the quantity requested;

18.2.8.6 the specific location requested;

18.2.8.7 if the requested UNE is a proprietary element as specified in Section 251(d)2 of the Act, Unite must submit documentation that demonstrates that access to such UNE is necessary, that the failure to provide access to such UNE would impair the ability of Unite to provide the services that it seeks to offer, and that Unite's ability to compete would be significantly impaired or thwarted without access to such requested proprietary UNE; and

18.2.8.8 if the requested UNE is a non-proprietary element as specified in Section 251(d)(2) of the Act, Unite must submit documentation that demonstrates that denial of access to such non-proprietary UNE would decrease the quality or increase the cost of the service sought to be offered by Unite.

18.2.8.9 Within fifteen (15) business days of its receipt, ALLTEL shall acknowledge receipt of the BFR and in such acknowledgment advise Unite of missing information, if any, necessary to process the BFR. Thereafter, ALLTEL shall promptly advise Unite of the need for any additional information that will facilitate the analysis of the BFR.

18.2.8.10 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, ALLTEL shall provide to Unite a preliminary analysis of the BFR. The preliminary analysis shall specify ALLTEL's conclusions as to whether or not the requested Interconnection or access to an unbundled network element complies with the unbundling requirements set forth above.

18.2.8.10.1 If ALLTEL determines that a BFR does not qualify as a network element or Interconnection that is

required to be provided under the Act, ALLTEL shall notify Unite within forty (40) business days.

18.2.8.10.2. If ALLTEL determines that the BFR qualifies under the Act, it shall notify Unite in writing of such determination within forty (40) business days.

18.2.8.10.3 As soon as feasible, but in any case within ninety (90) business days after ALLTEL notifies Unite that the BFR qualifies under the Act, ALLTEL shall provide to Unite a BFR quote. The BFR quote will include, at a minimum, a description of each interconnection and network element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the network elements and any minimum volume and term commitments required.

18.2.8.10.4 If ALLTEL has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Unite must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

18.2.8.10.5 If Unite has agreed to minimum volume and term commitments under the preceding paragraph, Unite may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Unite will pay ALLTEL's reasonable development costs incurred in providing the Interconnection or network element, to the extent that those development costs are not otherwise amortized.

18.2.8.10.6 If either Party believes that the other Party is not requesting, negotiating, or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

18.2.8.10.7 Construction charges- ALLTEL will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When ALLTEL constructs to fulfill UNITE's request for UNEs, ALLTEL may bid this construction on a case-by-case basis. ALLTEL will charge for the construction through nonrecurring charges and a

term agreement for the remaining recurring charge, as described in the Construction Charges Section. When UNITE orders the same or substantially similar service available to ALLTEL End User Customers, nothing in this Section shall be interpreted to authorize ALLTEL to charge UNITE for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a ALLTEL End User Customer.

19 COMBINATIONS

19.1 ALLTEL will offer to UNITE UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. ALLTEL shall not place any use restrictions or other limiting conditions on UNE Combinations accessed by UNITE, except as specified in this Agreement or required by Existing Rules.

19.2 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by UNITE. Network Elements to be provisioned together shall be identified and ordered by UNITE as such. When UNITE orders in combination UNEs pursuant to this agreement that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

20 COMMINGLING

20.1 To the extent it is Technically Feasible, UNITE may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

20.1.1 Non-telecommunications services;

20.1.2 Enhanced or Information services;

20.1.3 Features or functions not offered for resale on a stand-alone basis or separate from basic Exchange Service

20.2 UNITE may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff) and request ALLTEL to perform the necessary

functions to provision such Commingling.

20.3 Ratcheting - To the extent a ALLTEL-tariffed service is used to provide both UNEs and non-UNE services ALLTEL shall not be required to bill for such ALLTEL tariffed service at blended or multiple rates (otherwise known as Ratcheting)

20.3.1 UNEs or UNE combination connected to the mixed-use or resold facilities are available through the terms, conditions contained in this Interconnection Agreement.

21 RESALE

21.1 SCOPE

ALLTEL shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All ALLTEL retail Telecommunications Services are available for resale from ALLTEL pursuant to the Act and will include terms and conditions (except prices) in ALLTEL's applicable retail product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the retail Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

21.1.1 Services available for resale under this Agreement are contained in ALLTEL's local exchange tariff and may be resold only to the same class of End User to which ALLTEL sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 21.1.

21.1.1.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to ALLTEL retail End Users, with no wholesale discount. Should ALLTEL re-offer any promotion for a sequential ninety (90) day or less promotion period following the initial ninety (90) day or less promotion period, then the initial and subsequent promotion(s) will be available to UNITE for resale with any applicable wholesale discount.

21.1.1.2 Market Trials of ninety (90) days or less are not available for resale.

21.1.1.3 Residential services and Lifeline/Link-up services are available only to the same class of End User eligible to purchase these services from ALLTEL.

21.1.1.4 Universal Emergency Number Service is not available for

resale. Universal Emergency Number Service (E911/911 service) is provided with each Local Exchange Service line resold by UNITE whenever E911/911 service would be provided on the same line if provided by ALLTEL to a ALLTEL retail End User.

21.1.1.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

21.1.1.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and Information Services, other than voice messaging, are not available for resale.

21.1.1.7 Private line service used for Special Access is available for resale but not at a discount.

21.1.1.8 Telecommunications Services provided directly to Unite for its own use and not resold to End Users must be identified by Unite as such, and Unite will pay ALLTEL retail prices for such services.

21.1.1.9 Grandfathered services are available for resale by UNITE to existing End User Customers of the grandfathered product or service.

21.1.1.10 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and UNITE's serving location.

21.1.1.10.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. UNITE may purchase multiple common blocks within a single Central Office switching system when UNITE requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC's with multiple common blocks within the same Central Office Switch may have network access register and private facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated

across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

21.1.1.10.2 Centrex station lines are provisioned and charges are calculated based on serving UNITE's location. A location is defined as the site where ALLTEL facilities (cable plant from the serving Central Office Switch) meet UNITE facilities (inside wire). In a multi-tenant building, ALLTEL may bring facilities directly to a single Point of Interconnection with UNITE facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should ALLTEL bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate UNITE facilities termination point is considered a location. Where UNITE has multiple buildings within contiguous property (campus), such buildings will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by UNITE and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to ALLTEL for its facilities. Where UNITE has Centrex station lines from multiple Central Office switching systems, within the same ALLTEL Wire Center, and provisioned to the same location, UNITE will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex UNITE system to a single UNITE serving location for rating purposes. UNITE may not specify a Central Office as a UNITE location for the termination of Centrex station lines.

21.1.2 ALLTEL will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Appendix A of this Agreement. All terms and conditions (except prices) in ALLTEL's applicable Tariffs or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any ALLTEL retail End User that early terminates a CSA, including payment of any early termination charges. Where UNITE seeks to continue serving a Customer presently served through a resold ALLTEL CSA, but wishes to provide such service

through alternate resale arrangements, ALLTEL shall provide UNITE the same waivers of early termination liabilities as it makes to its own End Users in similar circumstances. In any case where it is required to offer such a waiver, ALLTEL shall be entitled to apply provisions that provide ALLTEL substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

22 Unite RESPONSIBILITIES

22.1 Unite shall send ALLTEL complete and accurate End User/Customer listing information for Directory Assistance, Directory, and E911 Emergency Services using ALLTEL's resale order form and process. Unite shall provide to ALLTEL accurate End User/Customer information to ensure appropriate listings in any data bases, e.g. LIDB, CNAM, in which ALLTEL is required to retain and/or maintain End User/Customer information. ALLTEL assumes no liability for the accuracy of information provided by Unite.

22.2 Unite may reserve ALLTEL telephone numbers in groups of twenty (20) as allowed by ALLTEL's tariffs. Rates for these numbers are listed in Appendix A.

22.3 Unite is liable for all fraud associated with service to its End Users/Customers and accounts. ALLTEL takes no responsibility, will not investigate, and will make no adjustments to Unite's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of ALLTEL. Notwithstanding the above, if ALLTEL becomes aware of potential fraud with respect to Unite's accounts, ALLTEL will promptly inform Unite and, at the direction of Unite, take reasonable action to mitigate the fraud where such action is possible.

22.4 Unite will provide a three year forecast prior to the initial joint planning meeting. During the first year of the term of this Agreement, the forecast shall be updated and provided to ALLTEL on an annual basis. Thereafter, during the term of this Agreement, Unite will provide updated forecasts from time to time, as requested by ALLTEL. The initial forecast will provide:

22.4.1 The date the service will be offered (by city and/or state);

22.4.2 The type and quantity of service(s) which will be offered;

22.4.3 Unite's anticipated order volume; and

22.4.4 Unite's key contact personnel.

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure section of this Agreement.

22.5 Each Party shall be responsible for notifying its End Users/Customers of any changes in numbering or dialing arrangements. This includes changes such as the introduction of new NPAs or new NXX codes.

23 RATES AND CHARGES

23.1 Resold services are available for resale at the applicable discount percentage.

23.2 If retail tariffed rates change, new rates for resold services will be effective upon the tariff's effective date. ALLTEL will send Unite a copy of the material that it files with the Commission when it makes that filing with respect to any material change (all price changes are material) in its retail tariffs.

23.3 Intentionally left blank

23.4 A Service Order Charge as listed in Appendix A applies for each LSR submitted pursuant to this Section 21 (Resale).

23.5 A Subscriber Line Charge (SLC) will continue to be paid by Unite without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable tariffs also apply.

23.6 On the same terms that ALLTEL's End Users/Customers are charged and required to pay the Primary Interexchange Carrier (PIC) change charge(s), Unite will pay to ALLTEL the PIC change charge, without discount, where Unite requests and authorizes a change in the PIC of its End User/Customer.

23.7 Unite agrees to pay ALLTEL when its End User/Customer activates any resold services or features that are billed on a per use or per activation basis subject to the applicable discount in Appendix A, e.g. continuous redial, last call return, call trace. ALLTEL will promptly bill such changes, with adequate detail so that the particular line can be easily identified. Unless unlawful, ALLTEL will disable such per use or per activation features, at the request of Unite.

23.8 In accordance with applicable regulations, the Presubscribed Interexchange Carrier Charge (PICC) will be paid by Unite, without discount, for each local exchange line resold under this

Agreement that has not selected a Presubscribed Interexchange Carrier. All federal and state rules and regulations associated with PICC as found in the applicable tariffs also apply.

23.9 Resold services and unbundled network elements are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Unite requests that facilities be constructed or enhanced to provide resold services or unbundled network elements, ALLTEL will evaluate such requests in accordance with the terms and conditions of ALLTEL's General Exchange Tariff.

23.10. The underlying provider of a resold service shall be entitled to receive, from the purchaser of switched access, the appropriate access charges pursuant to its then effective switched access tariff.

24 ORDERING AND MAINTENANCE

24.1 GENERAL

24.1.1 Unite, or Unite's agent, shall act as the single point of contact for its End Users/Customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Unite shall make it clear to its End Users/Customers that they are End Users/Customers of Unite. Unite's End Users/Customers contacting ALLTEL will be instructed to contact Unite; however, nothing in this Agreement, except as provided in Section 21, shall be deemed to prohibit ALLTEL from discussing its products and services with Unite's End Users/Customers who call ALLTEL for any other reason. ALLTEL's End Users/Customers contacting Unite will be instructed to contact ALLTEL; however, nothing in this Agreement, except as provided in Section 21, shall be deemed to prohibit Unite from discussing its products and services with ALLTEL's End Users/Customers who call Unite for any other reason. The Parties agree that they will not disparage each other, and both of them agree to conduct any sales activities fairly, reasonably, and in compliance with Applicable Law.

24.1.2 Consistent with procedures that the Parties shall agree upon to assure prompt, non-discriminatory treatment of Unite, Unite will send to ALLTEL all information necessary for the installation, e.g. billing, listing, repair, maintenance, and post-installation servicing according to ALLTEL's standard procedures, as described in the ALLTEL Interconnection and Service Resale Guide that will be provided to Unite. When ALLTEL's End User/Customer or the End User/Customer's new service provider discontinues the End

User/Customer's service in anticipation of moving to another service provider, ALLTEL will render its closing bill to the End User/Customer effective with the disconnection. Where the End User/Customer is transferring its service from Unite to another provider, ALLTEL will issue a bill to Unite for that portion of the service provided to Unite for that End User/Customer. ALLTEL will notify Unite when End User/Customer moves to another service provider. ALLTEL will not provide Unite with the name of the other service provider selected by the End User/Customer.

24.1.3 The Parties will provide each other with points of contact for order entry, problem resolution, and repair of the resold services.

24.1.4 Prior to placing orders on behalf of the Unite End User/Customer, Unite shall be responsible to obtain and to have in its possession the POA of the End User/Customer's selection of Unite as service provider.

24.1.5 Prior to placing orders that will disconnect a line from another service provider's account, Unite is responsible for obtaining all information reasonably needed to process the disconnect order and re-establish the service on behalf of the Unite's End User/Customer.

24.1.6 Disputes, discrepancies, or conflicts between a End User/Customer (and/or its respective agent) and Unite regarding Unite's authority to act on behalf of the End User/Customer are governed by language in Section 65 following.

24.1.7 Unite shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End Users/Customers for interLATA services and intraLATA services when intraLATA presubscription is implemented.

24.1.8 When End Users/Customers switch from ALLTEL to Unite, or to Unite from any other service provider and do not change their service address to an address served by a different central office, such End Users/Customers shall be permitted to retain their current telephone numbers if they so desire. ALLTEL shall take no action to prevent Unite End Users/Customers from retaining their current telephone numbers. Further, the Parties agree to cooperate with respect to transferring entire NXX prefixes where all of the End Users/Customers using the NXX transfer from one Party to the other.

24.1.9 The installation due date is a negotiated item, but shall be provided within time frames that are consistent with, and not unduly longer than, the business and residential services provided by ALLTEL to its own End User/Customers for like services. Service intervals, due dates, termination liability, and other

matters in unique situations will be negotiated between the Parties.

24.1.10 ALLTEL will work cooperatively with Unite to resolve trouble reports when the trouble condition has been isolated and found to be within any part of ALLTEL's network. The Parties will cooperate in developing mutually acceptable test report standards. Where ALLTEL provides work or testing and the trouble is not in ALLTEL's network, ALLTEL shall apply to Unite the service maintenance charge as listed in Appendix A.

25 TRAFFIC EXCHANGE/INTERCONNECTION

25.1 When ordering service as described in Sections 25. (Traffic Exchange) and 12 (Interconnection) to ALLTEL's tandem or an end office, Unite shall specify on the service order the following information:

25.1.1 the type and number of interconnection facilities to terminate at the POI in the Wire Center;

25.1.2 the type of interoffice transport, i.e. Direct Trunk Transport facilities, ordered pursuant to 251(c)(2) of the Act, or tandem transport;

25.1.3 the number of trunks to be provisioned at an end office or tandem; and

25.1.4 any optional features.

When Unite requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment, and routing plans. The ASR process will be used to complete these service orders.

25.2 When Unite initially orders a DS3 or DS1 interconnection facility, in conjunction with a tandem or end office, ALLTEL will forward the appropriate DS3 or DS1 facility record information necessary to identify the circuit facility assignment. On subsequent orders utilizing existing DS3 or DS1 interconnection facilities, or DS3 or DS1 dedicated transport facilities, ALLTEL will assign the DS3 or DS1 facility to the DS3 or DS1 interconnection facility or DS3 or DS1 dedicated transport facility, as appropriate, as directed by Unite.

26 UNBUNDLED NETWORK ELEMENTS

26.1 Unite will be responsible to submit to ALLTEL a disconnect order, i.e. the LSR process, for an Unbundled Loop that is relinquished by the End User/Customer due to cessation of service. Unbundled Loop facilities will be returned to ALLTEL when the disconnect order is

complete. In the event of transfer of the End User/Customer's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnect/reconnection of service.

26.2 When ordering Unbundled Loops, Unite is responsible for obtaining or providing any facilities and equipment that are compatible with the service.

26.3 Unite will have responsibility for testing the equipment, network facilities, and the Unbundled Loop facility. If ALLTEL performs tests of the Unbundled Loop facility at Unite's request and a fault is detected and the fault is not in the ALLTEL facilities, a service maintenance charge as listed in Appendix A shall apply.

26.4 Unite will be responsible for providing battery and dial tone to its connection point prior to the due date on the service order.

26.5 Other UNEs as identified in this Agreement may be ordered using an LSR.

27 MISDIRECTED REPAIR CALLS

Unite and ALLTEL will employ the following procedures for handling misdirected repair calls:

27.1 Unite and ALLTEL will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective repair bureaus.

27.2 End Users/Customers of Unite shall be instructed to report all cases of trouble to Unite. End Users/Customers of ALLTEL shall be instructed to report all cases of trouble to ALLTEL.

27.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Telephone Exchange Service.

27.4. Unite and ALLTEL will provide their respective repair contact numbers to one another on a reciprocal basis. Misdirected repair calls shall not be used as an opportunity to market or sell any service or product. Either Party may respond with correct information in answering End Users/Customers questions.

28 ANCILLARY SERVICES AND ARRANGEMENTS

28.1 Service Provider Number Portability (SPNP)

28.1.1 The FCC First Report and Order in CC Docket 95-116 requires " . . .all LECs to implement a long term service provider portability solution that

meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined " . . . to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

28.2 Terms, Conditions Under Which ALLTEL Will Provide SPNP

28.2.1 ALLTEL will not offer SPNP services for NXX codes 555, 976, 950.

28.2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection between and among involved switches and exchanges.

28.2.3 ALLTEL will open NPA-NXXs in the top 100 MSAs for SPNP in accordance with the FCC mandated implementation schedule and subject to the terms in this Agreement and the network preparation specified herein.

28.2.4 ALLTEL will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from Unite as provided in Vi (B)(9), and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.

28.2.5 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Unite or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Unite's normal business hours for LNP, Unite will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Unite allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Unite personnel dedicated to the cut.

28.2.6 Neither Party will charge the other party for the LNP activity described in this paragraph with the exception of managed cuts. However, the

parties shall be charged a Service Order charge, for each LSR submitted under this Section 28.1.1 (SPNP).

28.3 Obligations of Unite

28.3.1 After the initial deployment of SPNP in an MSA, if Unite wants an ALLTEL switch to become LRN capable, Unite must submit a Bona Fide request as provided in Section 18.2.8. ALLTEL will make requested switch LRN capable within the time frame required by the FCC.

28.3.2 Unite will conform to NANC guidelines and LERG administration rules in requesting ALLTEL to open an NPA-NXX for portability in an LRN capable switch.

28.3.3 Unite is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

28.4 Obligations of Both Parties

28.4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.

28.4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

28.4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.

28.4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.

28.4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

28.4.6 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.

28.4.7 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP. MOVED from Obligations of

28.5 Limitations of Service

28.5.1 Telephone numbers will be ported only within ALLTEL rate centers as approved by the State Commission.

28.5.2 ALLTEL and Unite porting rate center areas must comprise identical geographic locations and have common boundaries.

28.5.3 Telephone numbers associated with ALLTEL Official Communications Services (OCS) NXXs will not be ported.

28.5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported

28.6 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

28.6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for Unite to request that SPNP be deployed in ALLTEL exchanges that are not then capable of LRN query service.

28.6.2 Unite may request that SPNP be deployed by ALLTEL in is switches located in the MSAs. ALLTEL will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch.

28.6.3 A BFR with respect to opening an ALLTEL switch for SPNP must be made in the form of a letter from Unite to:

ALLTEL
Attn: Wholesale Product Management
B5F04-D
1 Allied Drive
Little Rock, AR 72202

28.6.4 The BFR must specify the following:

28.6.4.1 The MSA in which requested switch(es) are located.

28.6.4.2 ALLTEL switch(es), by CLLI codes, which are being requested to become SPNP capable.

28.6.4.3 Specific, resident NXX codes requested to open in each ALLTEL switch on the BFR.

28.6.4.4 The date when SPNP capability is requested for each ALLTEL switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines. .

28.6.4.5 CLLI and NXXs of Unite switches serving the exchanges associated with the relevant ALLTEL switches.

29 E911/911 SERVICE

29.1 Since Unite will provide its own local switching, Unite shall provide facilities to route calls to 911 directly to the PSAP (Public Safety Answering Points.)

29.2 ALLTEL shall provide to Unite, for Unite's End Users/Customers, E911/911 call routing to the appropriate PSAP. Unite shall provide Unite End User/Customer information to ALLTEL using ALLTEL's format. ALLTEL shall provide Unite's End User/Customer information to the PSAP. ALLTEL shall use its service order process to update and maintain, on the same schedule that it uses for its End Users/Customers, the Unite End User/Customer service information in the ALI/DMS (Automatic Location Identification/Location Information Data Base Management System) used to support E911/911 services, pursuant to ALLTEL's standards. Unite assumes all responsibility for the accuracy of the data that Unite provides to ALLTEL for E911 data base operation.

29.3. The collection and reimbursement of any E911/911 surcharges to the PSAP by Unite on behalf of Unite's End Users/Customers is the sole responsibility of Unite.

29.4 E911 Data Base accuracy shall be as set forth below:

29.4.1 Automatic Location Identification ("ALI") discrepancies will be handled jointly by the PSAPs and ALLTEL in a format supplied by ALLTEL. Discrepancies shall be forwarded to Unite by ALLTEL when relevant and will indicate incidents when incorrect or no ALI data is displayed.

29.4.2 Each discrepancy report will be jointly researched by ALLTEL and Unite as appropriate. Corrective action will be taken immediately by the responsible Party.

29.4.3 Each Party will be responsible for the accuracy of its End User/Customer records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User/Customer data provided for inclusion in the E911 Data Base.

30 DIRECTORY SERVICES

30.1 Listings Service ("Listings") consists of ALLTEL placing the names, addresses, and telephone numbers of Unite's End Users/Customers in ALLTEL's listing data base, based on End User/Customer information provided to ALLTEL by Unite. ALLTEL is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 3 below.

30.2 Unite will provide in ALLTEL required format, and ALLTEL will accept at no charge, one primary listing for each telephone number belonging to Unite's End Users/Customers. Primary listings and all other listings are defined in ALLTEL's General Exchange Tariff.

30.3 Unite grants ALLTEL a non-exclusive license to incorporate Listings information into its directory assistance data base. ALLTEL's use of Unite's Listings and dissemination will be handled in the same manner as ALLTEL's End User/Customer listings.

30.4 To the extent that ALLTEL's tariffs limit ALLTEL's liability with regard to Listings, the applicable tariff(s) supersedes Section 47 (Limitation of Liability), of this Agreement with respect to Listings only.

30.5 ALLTEL Responsibilities

30.5.1 ALLTEL is responsible for maintaining Listings, including entering, changing, correcting, rearranging, and removing Listings in accordance with Unite orders. ALLTEL will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that Unite has supplied ALLTEL the necessary privacy indicators on such Listings.

30.5.2 ALLTEL will include Unite Listings provided to ALLTEL in ALLTEL's Directory Assistance service to ensure callers to ALLTEL's Directory Assistance service have non-discriminatory access to Unite's Listings.

30.5.3 ALLTEL will include Unite Listings provided to ALLTEL in the appropriate white and yellow pages directory published by ALLTEL as listed in Appendix B.

30.6 Unite Responsibilities

30.6.1 Unite agrees to provide to ALLTEL Unite End User/Customer names, addresses, and telephone

numbers to ALLTEL in a standard format, as specified by ALLTEL.

30.6.2 Unite will supply listing ownership information such as OCN and/or LSPI as appropriate with each order.

30.6.3 Unite is responsible for the accuracy of the End User/Customer information provided to ALLTEL including providing to ALLTEL, all End User/Customer requested restrictions on use such as non-published and non-listed. Unite shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings that it supplies to ALLTEL.

30.6.4 Unite is responsible for all dealings with, and on behalf of, Unite's End Users/Customers, including:

30.6.4.1 All End User/Customer account activity, e.g. End User/Customer queries and complaints.

30.6.4.2 All account maintenance activity, e.g. additions, changes, issuance of orders for Listings to ALLTEL.

30.6.4.3 Determining privacy requirements and accurately coding the privacy indicators for Unite's End User/Customer information. If End User/Customer information provided by Unite to ALLTEL does not contain a privacy indicator, no privacy restrictions will apply.

30.6.4.4 Any additional directory services requested by Unite's End Users/Customers.

30.6.4.5 Unite shall have no liability where ALLTEL and an End User/Customer negotiate or establish a direct relationship with each other.

30.7. Directory Publishing, Distribution, and Yellow Pages

ALLTEL and Unite agree that certain issues, such as yellow page advertising, directory distribution, information pages, and yellow page listings, will be the subject of negotiations between Unite and ALLTEL. The terms and conditions under which directories will be available are described in Appendix B.

31 ACCESS TO POLES, CONDUITS, AND RIGHTS OF WAY

30.1 Poles and Conduits

ALLTEL shall provide Unite access to its poles and conduits it controls on terms, conditions, and prices consistent with the Act, as listed in Appendices D and E. Unite acknowledges its obligation to afford ALLTEL access to its poles, conduits, and rights of ways on rates, terms, and conditions that are consistent with the Act.

30.2. Rights of Way "ROW"

ALLTEL will grant access to ROW ALLTEL has and does not warrant to Unite the ability to use the ROW if the property owner disputes the right of ALLTEL to sub-lease or otherwise permit U S WEST's use of the ROW consistent with the Act. Determination of the property owner's rights is the sole responsibility of Unite. Rates for access to ROW are determined on an individual case basis.

32 MISCELLANEOUS ANCILLARY SERVICES, CHARGES, AND PROCEDURES

32.1 Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 8ZZ and CMDS.

32.2 The following additional services are available at the charges in Appendix A, and in accordance with the procedures, set forth in ALLTEL's State Access Tariff:

Service Date Change
Partial Cancellation Charge
Design Change Charge
Additional Engineering
Additional Labor Install or Repair
Additional Labor Standby
Additional Labor Testing and Maintenance
Maintenance of Service
Testing Services
Additional Cooperative Acceptance Testing
Additional Automatic Testing
Additional Manual Scheduled Testing
Cancellation of Service Order
Expedited Order Charge

Any other ancillary service will be completed and billed at the terms, conditions, and rates listed in the appropriate ALLTEL tariff or catalog unless otherwise agreed to.

In the event Unite requests a block of either DID or non-DID line numbers within an NXX assigned to ALLTEL, charges will be assessed in accordance with Appendix A.

33 ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

33.1 Through its web based GUI and manual processes, ALLTEL shall provide Unite non-discriminatory access to ALLTEL Express for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, ALLTEL shall provide Unite access to ALLTEL Express in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, ALLTEL shall provide Unite access to ALLTEL Express the same time and manner it provides to itself. ALLTEL shall provide assistance for Unite to understand how to implement and use ALLTEL Express. Through its website, training, disclosure documentation and development assistance, ALLTEL shall disclose to Unite any internal business rules and other formatting information necessary to ensure that Unite's requests and orders are processed efficiently. ALLTEL may provide training to enable Unite to devise its own course work for its own employees. If Unite asks ALLTEL personnel to travel to Unite's location to deliver training, Unite will pay ALLTEL's reasonable travel related expenses. ALLTEL may also offer to Unite other training at reasonable costs. ALLTEL will continue to make improvements to the electronic interfaces as needed. ALLTEL agrees to work cooperatively with Unite, including but not limited to providing Unite opportunity for input and suggested changes, on implementation of and future enhancements to ALLTEL Express.

33.2 Unite shall use ALLTEL's electronic operations support system access platform (ALLTEL Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If ALLTEL has not deployed an electronic capability, Unite shall use such other processes as ALLTEL has made available for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

33.3 Unite represents and covenants that its use of ALLTEL Express, for the services provided in this agreement, will be pursuant to this Agreement.

34 ACCESS TO TELEPHONE NUMBERS

34.1 Number Resources Arrangements

34.1.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited

to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

34.1.2 The Parties will assist each other in their requests related to central office (NXX) code administration.

34.1.3 The Parties will comply with code administration requirements as prescribed by the FCC, the NPSC, and accepted industry guidelines.

34.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

34.3 Each Party shall be responsible for notifying its End Users/Customers of any changes in numbering or dialing arrangements. This includes changes such as the introduction of new NPAs or new NXX codes.

34.4 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner. Both Parties will make all reasonable efforts to conserve numbers.

35 NOTICE OF CHANGES

35.1 If either Party makes a change in its network which it believes will materially affect a Party or Parties' End Users/Customers, the Party shall provide advance notice to the other Party of such change in accordance with the applicable FCC or Commission regulations.

35.2 In the event a Party creates, changes, or terminates the provisioning of any service or network element to the other Party consistent with Applicable Law and this agreement, each Party shall be solely responsible for providing any and all necessary notice to its End Users/Customers of the creation, change, or termination unless either Party is or has been required to effect such notice by Applicable Law or regulation. The Parties will

provide notice to each other of the creation, change, or termination of a service or network element on a timely basis consistent with FCC and Commission rules and notice requirements and in accordance with the terms of this agreement.

35.3 If ALLTEL offers a new retail service that is subject to resale by Unite, Parties agree to use the appropriate discount for similar services as listed in Appendix A. Each Party shall be responsible for providing any and all necessary notice to its End Users/Customers of the new service. Unless required by Applicable Law or regulation, ALLTEL shall not be responsible for providing such notice to Unite's End Users/Customers.

36 INTERCEPT SERVICE

When a End User/Customer changes from ALLTEL to Unite, or from Unite to ALLTEL, and does not retain their original listed telephone number, both Parties will provide a transfer of service announcement on the abandoned telephone number. This announcement will provide information on the new number that must be dialed to reach this End User/Customer and shall be provided for length of time consistent with the length of time the Parties provide this service to their own End User/Customer. Unless otherwise set forth in Appendix A, there will be no charge for such service.

37 DATA EXCHANGE FOR BILLING

37.1 There are certain types of calls or types of interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be exchanged, accounted for, and settled among the Parties.

37.2 The exchange of billing records for alternate billed calls, e.g. calling card, third number billed, and collect, will be distributed and settled through the existing CMDS and casual billing clearinghouse processes, unless otherwise separately agreed to by the Parties.

37.3 ALLTEL shall provide Unite on an agreed upon interval and format information sufficient for Unite to bill its End Users/Customers for usage based or event-billed service. The billing frequency shall be not less than once every two weeks, and the format shall be automated, machine readable. The Parties will establish such other standards and criteria as appropriate.

38 AUDIT PROCESS

38.1 DEFINITION

38.1.1 "Audit" shall mean the comprehensive review of:

38.1.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

38.1.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

38.2 **CONDITION**

The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration, or otherwise. This Audit shall take place under the following conditions:

38.2.1 Either Party may request to perform an Audit, and the requesting Party shall identify the matter and issues to be reviewed.

38.2.2 The Audit shall occur upon sixty (60) business days written notice by the requesting Party to the non-requesting Party subject to the reasonable scheduling requirements and limitations of the Audited Party.

38.2.3 The Audit shall occur during normal business hours in a manner so as not to interfere with the Audited Party's operations and must be in compliance with the Audited Party's security rules.

38.2.4 There shall be no more than one (1) Audit requested by each Party under this Agreement in any twelve (12) month period.

38.2.5 The requesting Party may review the non-requesting Party's records, books, and documents, as may reasonably contain information relevant to the operation of this Agreement.

38.2.6 The location of the Audit shall be the location where the requested records, books, and documents are retained in the normal course of business.

38.2.7 All transactions under this Agreement which are over twelve (12) months old will be considered accepted and no longer subject to Audit.

38.2.8 Each Party shall bear its own expenses occasioned by the audit, provided that the expense of any special data collection shall be born by the requesting Party.

38.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

38.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

38.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s).

38.3 **PROPRIETARY INFORMATION**

All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered proprietary information as defined in Section 55 of this agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, ALLTEL and Unite will aggregate such competitors' data before release to the other Party, to ensure the protection of the proprietary nature of information of other competitors.

39 SERVICE STANDARDS

39.1 Service Quality and Performance. ALLTEL shall provide services under this Agreement to Unite that are equal in quality to that ALLTEL provides to itself, its Affiliates, or any other entity. "Equal in quality" shall mean that the service will meet the same technical criteria and performance standards that ALLTEL uses within its own network, and that the service is provisioned, repaired, and maintained at and to the same or like standards and intervals that

ALLTEL uses within its own network and for its own End Users/Customers in like circumstances.

39.2 Network Outages. The Parties' shall work to establish responsibilities for network outages and reporting.

39.3 The Parties agree to work cooperatively on standard measurements and reports.

40 IMPLEMENTATION SCHEDULE

To Be Determined

41 MISCELLANEOUS TERMS

41.1 GENERAL PROVISIONS

41.1.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing of traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facilities shall be designed based upon the description and forecasts provided under this Agreement. The Parties are each solely responsible for participation in and compliance with national network plans, including but not limited to the National Network Security Plan and the Emergency Preparedness Plan.

41.1.2 The Parties shall cooperate with each other, and use reasonable efforts to ensure that their respective use of any service related to or provided for in this Agreement does not degrade the quality of service to other carriers or to either Party's End Users/Customers, and each Party may discontinue or refuse service where the use, action, or inaction of the other Party poses a genuine, material degradation of service to other carriers or other End Users/Customers; provided the foregoing is not intended to relieve a Party of any obligation to comply with the terms hereof in the absence of extraordinary or unusual use on the part of the other Party.

41.1.3 Each Party is solely responsible for the services it provides to its End Users/Customers and to other Telecommunications Carriers.

41.1.4 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

42 TERM AND TERMINATION OF AGREEMENT

42.1 Term. Subject to the termination provisions contained in this Agreement, the Agreement shall have a termination date of November 3, 2006, and said Agreement shall continue in effect until superseded by a subsequent agreement between the Parties, or until terminated by either Party upon one hundred twenty days written notice, it being understood that the Parties shall honor the provisions hereof during the period set forth in 42.2 below

42.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default, the Parties shall honor the provisions of this Agreement without interruption until;

42.2.1 a new arrangement is voluntarily executed by the Parties or the Commission resolves disputed terms in an arbitration that is not overturned by a court of competent jurisdiction;

42.2.2 the Parties agree upon or otherwise accept standard terms and conditions approved and made generally effective by the Commission, if any; or

42.2.3 Unite opts into an effective interconnection agreement between ALLTEL and another CLEC or accepts tariff terms and conditions made generally available to all Competitive Local Exchange Carriers.

42.3. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a Default by the other Party as defined in 52 below; provided however; that the non-defaulting Party notifies the defaulting Party in writing of the alleged Default and that the defaulting Party does not cure the alleged Default within thirty (30) days of receipt of written notice thereof

42.4 Assignment Upon Sale In the event that ALLTEL transfers to any unaffiliated party exchanges including End User Customers that Unite serves in whole or in part through facilities or services provided by ALLTEL under this Agreement, the transferee shall

be deemed a successor to ALLTEL's responsibilities hereunder for a period of ninety (90) Days from notice to Unite of such transfer or until such later time as the Commission may direct pursuant to the Commission's then applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other state statutory authority as may give it such power. In the event of such a proposed transfer, ALLTEL shall use its best efforts to facilitate discussions between Unite and the transferee with respect to transferee's assumption of ALLTEL's obligations pursuant to the terms of this Agreement.

42.5. Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

43 BILLING

43.1 ALLTEL shall bill Unite and Unite is responsible for all applicable charges for network elements or the resold services as provided herein. Unite shall also be responsible for charges identified in this Agreement associated with network elements or resold services that Unite resells to a Unite End User/Customer, e.g. Local Service Provider Change Charge, under this Agreement.

43.2 ALLTEL shall provide Unite, on a monthly basis, within 7-10 days of the first day of the month, a bill in an agreed upon format.

43.3 ALLTEL shall provide Unite, on a monthly basis in an agreed upon format, individual End User/Customer information, e.g. IntraLATA Toll or event-billed services.

44 PAYMENT AND DEPOSITS

44.1 ALLTEL, at its discretion may require Unite to provide ALLTEL a security deposit to ensure payment of Unite's account. The security deposit must be an amount equal to two (2) months anticipated recurring charges as reasonably determined by ALLTEL, for the interconnection, resale services, network elements, collocation or any other functions, facilities, products or services to be furnished by ALLTEL under this Agreement.

44.2 Such security deposit shall be a cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

44.3 If a security deposit is required, such security deposit shall be made prior to the activation of service.

44.4 The fact that a security deposit has been provided in no way relieves Unite from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.

44.5 ALLTEL reserves the right to increase the security deposit requirements when, circumstances (i.e. slow payments) so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

44.5.1 Slow payments mean any payment received for undisputed bills fifteen (15) calendar Days or more after the payment Due Date, three (3) or more times during a twelve (12) month period.

44.6 In the event that Unite is in breach of this Agreement, service to Unite may be terminated by ALLTEL; any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.

44.6.1 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to Unite during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Unite by the accrual date.

44.7 ALLTEL may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.

44.7.1 Unite owes ALLTEL undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

44.7.2 Unite admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or, is subject to a receivership or similar proceeding; or

44.7.3 The expiration or termination of this Agreement.

44.8. Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.

44.8.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §10 below, will be assessed.

44.9 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then an interest charge will apply to the unpaid balance.

44.10 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930% compounded daily and applied for each month or portion thereof that an outstanding balance remains.

45 TAXES, FEES, AND SURCHARGES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing such resale tax exemption. Failure to timely provide such resale tax exemption certificate will result in no exemption being available to the purchasing Party until such exemption

certificate is provided. The Parties will cooperate with each other to minimize the incidence of taxation upon each other.

46 FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

47 LIMITATION OF LIABILITY

47.1 Each Party shall be liable to the other for direct damages for any loss, defect, or equipment failure resulting from or caused by the other Party's acts or omissions or the acts or omissions of its agents or contractors in performing the obligations contained in this Agreement.

47.2 Except for indemnity obligations as provided herein, each Party's liability to the other Party for any loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

47.3 Neither Party shall be liable to the other under this Agreement for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

47.4 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence) or (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by such Party's gross negligence act or intentional omission or that of their respective agents, subcontractors or employees.

48 INDEMNITY

48.1 With respect to third party claims, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of Applicable Law, or status of its employees, agents and subcontractors; or for breach or failure to perform under this Agreement, regardless of the form of action.

48.2 The indemnification provided herein shall be conditioned upon:

48.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

48.2 If the indemnifying Party wishes to defend against such action, it shallgive written notice to the indemnified Party of acceptance of the defense of such action. In such event, the indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

48.3. In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be

responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

49 INTELLECTUAL PROPERTY

49.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

49.2 The rights and licenses under the preceding sub-section are granted “AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter “claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

49.3 As a condition to the access or use of patents, copyrights, trade secrets, and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

49.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Unite may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of ALLTEL or its affiliates without

execution of a separate agreement between the Parties. ALLTEL may not use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property right of Unite or its affiliates without execution of a separate agreement between the Parties

49.5 Neither Party shall not, without the express written permission of the other Party, state or imply that

49.5.1 either Party is connected, or in any way affiliated with the other Party or its affiliates,

49.5.2 either Party is part of a joint business association or any similar arrangement with the other Party or its affiliates,

49.5.3 either Party and its affiliates are in any way sponsoring, endorsing or certifying the other Party and its goods and services, or

49.5.4 with respect to Unite advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from ALLTEL or any of its affiliates. Nothing in this paragraph shall prevent Unite from truthfully describing the nature of the interconnection it uses to provide service to its End Users/Customers.

49.5.6 Unite acknowledges the value of the marks "ALLTEL" and "ALLTEL Communications" (the "ALLTEL Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to ALLTEL and its affiliates (the "ALLTEL Owners"). Unite recognizes that nothing contained in this Agreement is intended as an assignment or grant to Unite of any right, title or interest in or to the ALLTEL Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the ALLTEL Marks and is not assignable. Unite will do nothing inconsistent with the ALLTEL Owners ownership of the ALLTEL Marks, and all rights, if any, that may be acquired by use of the ALLTEL Marks shall inure to the benefit of the ALLTEL Owners. Unite will not adopt, use (other than as authorized herein,) register or seek to register any mark anywhere in the world which is identical or confusingly similar to the ALLTEL Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the ALLTEL Owners. The ALLTEL Owners make no warranties regarding ownership of any rights in or the validity of the ALLTEL Marks.

49.5.7 ALLTEL acknowledges the value of the marks "Unite" AND "Unite Communications" (the "Unite Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Unite and its affiliates (the "Unite Owners"). ALLTEL recognized that nothing contained in this Agreement is intended as an assignment or grant to ALLTEL of any right, title or interest in or to the Unite Marks and that this Agreement does not confer any right or license to grant sub-licenses or permission to third parties to use the Unite Marks and is not assignable. ALLTEL will do nothing inconsistent with the Unite Owners ownership of the Unite Marks, and all rights, if any, that may be acquired by use of the Unite Marks shall inure to the benefit of the Unite Owners. ALLTEL will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Unite Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Unite Owners. The Unite Owners make no warranties regarding ownership of any rights in or the validity of the Unite Marks.

50 WARRANTIES

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

51 ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

52 DEFAULT

If either Party defaults in the payment of any undisputed amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Agreement (all of the above defined as a "Default"), and such Default shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

53 DISCLAIMER OF AGENCY

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

54 SEVERABILITY

In accordance with Section 60 "Controlling Law" of this Agreement, if one or more of the provisions contained herein must be modified because of changes in Existing Rules or modifications to arbitration proceedings, the Parties will negotiate in good faith for replacement language. If replacement language can not be agreed upon, either Party may seek regulatory intervention, including negotiations or arbitration pursuant to Sections 251 and 252 of the Act. In all other respects, the provisions of this Agreement are not severable.

55 NONDISCLOSURE

55.1. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data

55.1.1 furnished by one Party to the other Party dealing with End User/Customer specific, facility specific, or usage specific information, other than End User/Customer information communicated for the purpose of publication of directory data base inclusion, or

55.1.2 in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or

55.1.3 communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

55.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

55.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

55.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as

55.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

55.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or

55.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

55.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

55.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

55.4.6 is approved for release by written authorization of the disclosing Party; or

55.4.7 is required to be made public by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

55.5 Notwithstanding the foregoing, the Parties acknowledge that certain Proprietary Information relating to usage and traffic termination data may be released, without the consent of the disclosing Party, to any third party carrier (i.e., ILEC, CLEC, or IXC) which terminates traffic on its network originated by Unite's End User/Customer and transited through ALLTEL's network. The release shall be conditioned upon ALLTEL having a similar non-disclosure agreement with that third party carrier.

55.6. Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

55.7 In order to protect such Confidential Information from improper disclosure, each party agrees not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source.

56 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

57 DISPUTE RESOLUTION

57.1 Notice of Disputes Close

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the “Dispute Notice”). Billing disputes must be submitted on the Billing Dispute Form contained in Appendix G or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party.

57.2 **Billing Disputes**

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be rejected by the billing Party and returned to the disputing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will, if the disputed bill was paid, credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the dispute will be escalated The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

57.2.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

57.2.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

57.2.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

57.2.1.3 Each Party will provide to the other Party an escalation list. for resolving billing disputes The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section.

57.2.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the Dispute Form or either Party is not operating in good faith to resolve

the dispute, the Formal Dispute Resolution process, outlined in Section 57 may be invoked.

57.2.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 44 above. If the disputing Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party does not pay the disputed charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

57.2.3 For purposes of this subsection 57.2.3 a billing dispute shall not include the refusal to pay other undisputed amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 57.2.3.

57.2.4 Once the billing dispute has been processed in accordance with this subsection 57.2.3 the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

57.2.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

57.3 **All Other Disputes**

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes

57.4 **Alternative to Litigation**

57.4.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for

action seeking a temporary restraining order, an injunction, or similar relief from the Commission related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

57.4.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in § 5. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

57.5 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

57.6 **Formal Dispute Resolution**

57.6.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to the Commission for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the Commission under applicable law.

57.6.2 If the Commission does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or JAMS. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Nebraska, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

57.6.3 Each Party shall bear its own costs of these procedures unless the Commission or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

57.7 **Conflicts**

The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the Commission.

58 **CONTROLLING LAW**

Where applicable, this Agreement shall be governed by, and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and the Nebraska Public Service Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Nebraska, without regard to its conflict of laws principles.

59 **RESERVATION OF RIGHTS**

The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to federal and state rules, regulations, and laws, and final decisions of courts with competent jurisdiction as of the date hereof (the Existing Rules). Nothing in this Agreement shall be deemed an admission by ALLTEL or Unite concerning the interpretation or effect of the Existing Rules or an admission by ALLTEL or Unite that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop ALLTEL or Unite from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement is intended to limit or waive Unite's rights to adopt terms of another interconnection agreement consistent with Section 252(i) of the Act under the Existing Rules.

60 **CHANGE OF LAW**

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or was relied upon by a Party in negotiating any provision of this Agreement or materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of either Party to perform any material term of this Agreement, this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, either Party can petition the Commission for mediation or arbitration or, either Party can seek dispute resolution in accordance with the Dispute Resolution provision of this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing, Rules unless otherwise ordered by the Commission. During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is

pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that this Agreement and the applicable Attachment will be automatically corrected, updated, and amended to reflect changes in rates or service intervals and standards set by the Commission in generic proceedings that address pricing or service standard issues.

61 JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

62 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from

62.1 any environmental hazard that the indemnifying Party, its contractors or agents introduce to a location or

62.2 the presence or release of any environmental hazard for which the indemnifying Party is responsible under Applicable Law.

Both Parties will comply, when working at the other Party's facility, with reasonable security, fire safety, and environmental practices developed by the other Party. Such practices may be reviewed and agreed to between the Parties.

When third party contamination, such as petroleum contaminated water, sewage or utility hole sediment is discovered at a Party's facility, and must be remedied, nothing in this Agreement shall be construed to require the Party owning such facility to remedy the contamination and the obligation, if any, on the part of the owning Party to remedy such third party contamination shall be pursuant to Applicable Law. If the other Party desires or requires access to the facility, such other Party shall be entitled to remedy such contamination to the extent necessary to secure access to the facility, and the owning Party shall cooperate and provide reasonable assistance to such other Party in recovery of its costs from the responsible contaminator.

The Parties shall coordinate plans or information required to be submitted to government agencies, such as emergency response plans and community reporting. If fees are associated with filing, the Parties will develop a cost-sharing procedure.

63 **COOPERATION ON FRAUD MINIMIZATION.**

The Parties shall cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, information concerning End Users/Customers who terminate services to that Party without paying all outstanding charges, when that Party is notified that such End Users/Customers seeks service from the other Party. If required, it shall be the responsibility of the Party seeking the information to secure the End Users/Customers permission (in the format required by law) to obtain the information.

64 **NOTICES**

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

ALLTEL Communications
Attn: Wholesale Product Management
One Allied Drive
B5F04-D
Little Rock AR, 72202

Unite Private Networks
303 N. Jefferson
Kearney, MO 64060

Each Party shall inform the other of any changes in the above addresses.

65 **RESPONSIBILITY OF EACH PARTY**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i)

substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations.

Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

66 PROOF OF AUTHORIZATION

66.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by Applicable federal and state law, as amended from time to time.

66.2 In the event of an allegation, brought by an end user customer, the Parties shall make POAs available to each other upon request. If an unauthorized change is proven in accordance with all Applicable Laws it shall be subject to any penalties contained therein.

67 NO THIRD PARTY BENEFICIARIES

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

68 BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

69 REFERENCED DOCUMENTS

All references to Sections, Exhibits, and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Unite practice, ALLTEL practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in

such a technical reference, technical publication, Unite practice, ALLTEL practice, or publication of industry standards. Should there be any inconsistency between or among publications or standards, Unite and ALLTEL shall mutually agree which requirement shall apply.

70 **PUBLICITY AND ADVERTISING**

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

71 **AMENDMENT**

Consistent with the terms set forth herein, either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

72 **EXECUTED IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

73 **HEADINGS OF NO FORCE OR EFFECT**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

74 **CANCELLATION CHARGES**

Except as provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

75 **REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the Commission and shall, at all times, be subject to review by the Commission. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

76 **COMPLIANCE WITH LAWS AND REGULATIONS.**

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

77 **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

78 **COOPERATION**

The Parties agree to work jointly and cooperatively in testing and implementing processes, and in reasonably resolving issues which result from such implementation on a timely basis.

79 **CONSENT**

Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

80 **LAW ENFORCEMENT AND SERVICE ANNOYANCE**

Not later than forty-five (45) business days prior to Unite ordering service under this Agreement from ALLTEL, ALLTEL and Unite will begin the process of developing procedures to handle requests from law enforcement agencies for service termination, wire taps, and provisions of End User/Customer Usage Data pursuant to a lawful process as well as procedures to handle Unite End User/Customer complaints concerning harassing or annoying calls. Such procedures will include, but not be limited to, a process for Unite to interface with ALLTEL regarding law enforcement and service annoyance issues on a 24 hour per day, 7 days a week basis and otherwise on the same basis as ALLTEL provides access for its own End Users/Customers.

81 **COMPLIANCE WITH THE COMMUNICATIONS LAW ENFORCEMENT ACT OF 1994(CALEA)**

Each Party represents and warrants that any equipment, facilities, or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant party's sole cost and expense, modify or replace any equipment, facilities, or services provided to the other Party under this Agreement to ensure that such equipment, facilities, and services fully comply with CALEA.

82 NON-WAIVER OF TERMS AND CONDITIONS

No course of dealing, course of performance or failure to enforce any of term, right, condition, or other provision of this Agreement shall constitute or be construed as a waiver of any term, right or condition or other provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Unite Private Networks	ALLTEL Nebraska, Inc.
_____	_____
Signature	Signature
_____	Michael D. Rhoda
Name Printed/Typed	Name Printed/Typed
_____	VP – Wholesale Business Development
Title	Title
August 23, 2005	August 23, 2005
Date	Date

Appendices and Exhibits

APPENDIX A UNE PRICING (File; App A)

APPENDIX A1, 252 (c) (2) Pricing, Interconnection, (File; App A1)

APPENDIX B DIRECTORIES (BELOW)

APPENDIX C COLLOCATION – (File; Collo Appendix C)

APPENDIX D INNERDUCT– (File; Appendix D (innerduct)

APPENDIX E POLE ATTACHMENTS (File; Appendix E (PDR)

Exhibit 7 Pole attachment schematic; polesexh7

Exhibit 8 Pole attachment schematic; polesexh8

Exhibit 9 Pole attachment schematic; polesexh9

APPENDIX F UNE LOOP INTERVALS (BELOW)

APPENDIX G BILLING DISPUTE FORM (BELOW)

APPENDIX H INNERDUCT FORMS (File; Appendix H innerduct forms)

APPENDIX I POLE ATTACHMENT FORMS (File; Appendix I pole forms)

APPENDIX A

RATES FOR RESALE, UNEs, PDR,LNP, 911, Listings

Resale	**Resale Discount**
Telephone Exchange Service, Local Switch Features, Private Line, Centrex, ISDN, DSS, Frame Relay, ACS and IntraLATA Telephone Toll Service	16%

Service Order Charges (Note 1)

New Service	$15.36
Subsequent Change Order	$15.36
Disconnection	$9.18

Unbundled Network Elements (UNEs)

Miscellaneous Charges	**Recurring**	**Non-Recurring**
*** Per 1/2 hour or fraction thereof**		
Additional Engineering – Basic*		$30.03
Additional Engineering – Overtime*		$37.14
Additional Labor Installation– Overtime*		$8.54
Additional Labor Installtion- Premium*		$17.08
Additional Labor Other – Basic*		$26.18
Additional Labor Other – Overtime*		$34.96
Additional Labor Other – Premium*		$43.76
Testing Service – Basic*		$27.81
Testing Service – Overtime*		$37.14
Testing Service – Premium*		$46.48
Maintenance of Service – Basic*		$26.18
Maintenance of Service – Overtime*		$34.96
Maintenance of Service – Premium*		$43.76
Additional Cooperative Acceptance Testing – Basic*		$27.81
Additional Cooperative Acceptance Testing – Overtime*		$37.14
Additional Cooperative Acceptance Testing – Premium*		$46.48
Additional Dispatch		$79.80
Service Date Change		$9.81
Design Change Charge		$69.90
Expedite Order Charge		ICB
Cancellation of Service Order Charge		ICB

	Recurring	**Non-recurring**
Cross Connect		
DS0 Per Each Termination	$0.44	$26.27
Analog Loops		
2-Wire Voice Grade	See related NRC prices below	
Zone 1	$15.14	
Zone 2	$35.05	
Zone 3	$77.92	
4-Wire Voice Grade	See related NRC prices below	
Zone 1	$30.28	
Zone 2	$70.10	
Zone 3	$155.84	

APPENDIX A

Non-loaded Loops	**Recurring**	**Non-Recurring**
2-wire Non-loaded Loop		See related NRC prices below
Zone 1	$15.14	
Zone 2	$35.05	
Zone 3	$77.92	
2-wire loop grooming	$0.19	
4-wire Non-loaded Loop		See related NRC prices below
Zone 1	$30.28	
Zone 2	$70.10	
Zone 3	$155.84	
4-wire loop grooming	$0.38	
Cable Unloading/Bridge Tap Removal		$786.86

Digital Capable Loops	**Recurring**	**Non-Recurring**
Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loop		See related NRC prices below
Zone 1	$15.14	
Zone 2	$35.05	
Zone 3	$77.92	
2-Wire Extension Technology	$3.98	

	Recurring	**Non-Recurring**
Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required.		See related monthly recurring Loop charges above.

Basic Installation	
First Loop	$38.26
Each Additional	$38.26

Coordinated Installation with Cooperative Testing	**Recurring**	**Non-Recurring**
First		$201.40
Each Additional		$113.47

Subloop

MTE Terminal Subloop Access	**Recurring**	**Non-Recurring**
Subloop MTE - POI Site Inventory (per request)		$266.90
MTE - POI Rearrangement of Facilities		ICB
MTE - POI Construction of New SPOI		ICB
Construction Fee		ICB
Intra-Building Cable		$0.55
Intra-Building Cable, No Dispatch, First		$55.30
Intra-Building Cable, No Dispatch, Addnl		$23.07

APPENDIX A

Intra-Building Cable, Dispatch, First		$97.98
Intra-Building Cable, Dispatch, Addnl.		$32.59
Campus Wire	$3.95	
Jumper	$80.00	

Network Interface Device (NID)	**Recurring**	**Non-Recurring**
	$1.08	$38.26

POLES, DUCTS and ROW	
Pole Inquiry Fee, per Mile	$304.67
Innerduct Inquiry Fee, per Mile	$366.22
ROW Inquiry Fee	$135.35
ROW Doc Prep Fee	$135.35
Field Verification Fee, per Pole	$33.84
Field Verification Fee, per Manhole	$439.88
Planner Verification, Per Manhole	$15.09
Manhole Verification Inspector Per Manhole	$270.70
Manhole Make-Ready Inspector, per Manhole	$406.04
Pole Attachment Fee, per Foot, per Year	
Urban 2004	$8.02
Urban 2005	$9.02
Non-Urban 2004	$8.02
Non-Urban 2005	$9.02
Innerduct Occupancy Fee, per Foot, per Year	$0.3370
Make Ready	ICB

LOCAL NUMBER PORTABILITY (LNP)	
LNP Queries	ALLTEL Tarrif rate
LNP flow through cuts	No Charge

LNP Managed Cuts

Standard Managed Cuts per person per 1/2 Hr. See "Addl Labor Other" rates in UNE Misc Charges

Overtime Managed Cuts per person per 1/2 Hr. See "Addl Labor Other" rates in UNE Misc Charges

Premium Managed Cuts per person per 1/2 Hr. See "Addl Labor Other" rates in UNE Misc Charges

911/E911	No Charge

White Pages Directory Listings, Facility Based Providers

Primary Listing	No Charge
Premium/Privacy Listings	General Exchange Tariff Rate, less wholesale discount

NOTE 1: Service Order Charges apply on a per LSR basis for resale, UNEs and LNP.

APPENDIX 1A
252 (c)(2) Pricing

Interconnection

Entrance Facilities	**Recurring**	**Recurring per mile**	**Non Recurring**
DS1	$79.98		$179.89
DS3	$429.36		$314.74
Direct Trunked Transport			
DS1			
Over 0 to 8 Miles	$34.12	$3.25	
Over 8 to 25 Miles	$34.95	$3.28	
Over 25 to 50 Miles	$36.80	$1.86	
Over 50 Miles	$35.44	$0.79	
DS3			
Over 0 to 8 Miles	$219.24	$54.79	
Over 8 to 25 Miles	$222.65	$17.32	
Over 25 to 50 Miles	$204.76	$21.47	
Over 50 Miles	$216.42	$14.86	
Multiplexing			
DS3 to DS1	$248.81		$203.08
Exchange (EAS/Local) Traffic			
End Office Call Termination, Minute of Use	Bill & Keep		
Tandem Switched Transport			
Tandem Switching, per Minute of Use	Bill & Keep		
Tandem Transmission			
Over 0 to 8 Miles	Bill & Keep		Bill & Keep
Over 8 to 25 Miles	Bill & Keep		Bill & Keep
Over 25 to 50 Miles	Bill & Keep		Bill & Keep
Over 50 Miles	Bill & Keep		Bill & Keep

Transit Traffic

Local Transit	0.003

APPENDIX B DIRECTORIES

1 SCOPE

1.1 This Appendix B is made in furtherance of an interconnection agreement between the Parties of even date herewith. This Appendix B applies to ALLTEL-Published white and yellow page Directories associated with ALLTEL's Exchanges in Nebraska and Unite's End Users/Customers located in those same geographic areas.

1.2 For as long as this Appendix B is in effect, Unite shall not designate any other Directory Publisher as an official Directory Publisher for the Unite exchanges covered by this Appendix B. When appropriate, Unite will identify ALLTEL as Unite's official Directory Publisher in public announcements, promotional and advertising materials, and Unite sales channel contacts with respect to the geographic areas set forth in A. above. Unite further agrees that any referrals it makes in response to inquiries concerning yellow pages advertising will be made to ALLTEL, including inquiries from new Unite End Users/Customers and existing Unite End Users/Customers who are located or requesting referral for the areas set forth in 1.1. above.

1.3 Parties shall consult as appropriate with, and give each other prior written notification of any changes in, policies or products that may impact the other Party's obligations under this Appendix B. Neither Party may make any commitments on behalf of the other Party.

1.4 Subject to the terms and conditions of this Appendix B, and with respect to the geographic areas set forth in 1.1. above, Unite desires to have ALLTEL be its official Directory Publisher, and ALLTEL is willing to do so, and is willing to include (a) general information about Unite in the introductory pages of ALLTEL's White Pages, and (b) the End User/Customer List Information of End Users/Customers served by Unite in ALLTEL's white and yellow pages Directories.

1.5 With respect to the geographic areas set forth in A. above (i) ALLTEL has the right to solicit and promote advertising from Unite End Users/Customers in ALLTEL's white and yellow page Directories, and (ii) ALLTEL is willing to accept yellow page advertising from Unite End Users/Customers upon like terms and conditions that it offers to its own customers.

2 GRANT OF LICENSES

2.1 Unite hereby grants to ALLTEL the non-exclusive, perpetual, royalty-free, right and license to access, use, copy, modify, enhance, disclose, display, Publish, distribute, and sublicense the End

User/Customer List Information as defined above, in connection with ALLTEL's white page and yellow page Directories published for all or any portion of ALLTEL's Exchanges in Nebraska.

2.2 The rights and licenses set forth in 2.1. above shall continue with respect to any Directory actually Published, in perpetuity, however, as to future Publications and future Directories, the rights and licenses set forth in II.A. above shall terminate and expire upon the termination of this Appendix B in whole or with respect to a particular geographic area/Directory.

2.3 Except for the permitted uses contemplated in this Appendix B, End User/Customer List Information and any other data provided by Unite for the publication or delivery of the Directories shall be treated by ALLTEL, its employees, agents, and subcontractors as confidential information. ALLTEL shall, at its expense, protect Unite's listing information furnished to it from unauthorized use, disclosure, misappropriation, and infringement by third parties including but limited to ALLTEL and other local exchange carriers, in the same manner as it would protect its own information.

2.4 Unite represents and warrants to ALLTEL that:

2.4.1 Unite is the lawful owner of Unite's End User/Customer List Information and Unite's End User/Customer delivery information;

2.4.2 Unite has the necessary power and authorization to grant the rights and licenses described herein to ALLTEL; and

2.4.3 The authorization to ALLTEL by Unite to use the End User/Customer List Information set forth herein does not violate or infringe upon the intellectual property rights or other rights of any third party or require the consent of any third party.

2.5 Unite agrees to use reasonable efforts to ensure that the End User/Customer List Information and End User/Customer delivery information provided to ALLTEL by or on behalf of Unite is up-to-date, complete, and accurate with the appropriate deletions and designations as described in Section 3 and Section 4 below.

2.6 ALLTEL hereby grants to Unite a non-exclusive, royalty-free, right and license to use the trade name and trade mark, "ALLTEL" in connection with Unite's advertising and promotional materials relating to the Directories for ALLTEL's Exchanges in Nebraska published by ALLTEL during the term of this Appendix B, provided that each type of use or same category of use in any part of the Directories shall be pre-approved by ALLTEL in writing and in accordance with standards specified by ALLTEL. Unite will, upon termination of this Appendix B

in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.

2.7 Unite hereby grants to ALLTEL a non-exclusive, royalty-free, right and license to use the trade name, and trade mark "Unite" in connection with ALLTEL's advertising and promotional materials relating to the Directories for ALLTEL's Exchanges in Nebraska published by ALLTEL during the term of this Appendix B, provided that each use or same category of use in any part of the Directories shall be pre-approved by Unite in writing and in accordance with standards specified by Unite. ALLTEL, will, upon termination of this Appendix B in whole or with respect to a particular geographic area/Directory, discontinue all such use and display thereof, except as otherwise agreed by the Parties in writing.

2.8 The copyrights and other intellectual property rights in each of the Directories covered by this Appendix B, and any and all illustrations, artwork, photographs, video, audio, text, maps and other advertising and information content created or procured for the Directories or for other ALLTEL products and services which are not submitted by Unite or its End Users/Customers' advertisers, shall be the sole and exclusive property of ALLTEL. Unite agrees not to copy the Directories or any other ALLTEL products and services, or any portion thereof, and not to engage in any activities which are inconsistent with ALLTEL's intellectual and proprietary rights therein.

3 LISTINGS

3.1 Unite agrees to supply ALLTEL, on a regularly scheduled basis, at no charge, and in a mutually agreed upon format, e.g. OBF developed, all listing information for Unite's business and residence End Users/Customers who wish to be listed in the white pages of the ALLTEL Published Directory for the End Users/Customers' area. Listing information consists of data such as names, addresses, and telephone numbers. ALLTEL will provide confirmation of receipt of such listing information.

3.2 ALLTEL shall employ Unite's listing information for the production and distribution of Directories covered by this Appendix B.

3.3 Listing inclusion in a given Directory will be in accordance with directory configuration, scope, and schedules and such determinations will be made at the sole discretion of ALLTEL.

3.4 Unite's business End Users/Customers will receive a single classified listing at no charge in the corresponding yellow pages under the classified heading that most accurately reflects the primary nature of their respective businesses, and ALLTEL will supply Unite with a list of authorized classified headings. Unite agrees to supply ALLTEL

with a classified heading assignment for every End User/Customer who wishes to receive said listing.

3.5 Unite's residential End Users/Customers will receive a single alphabetical listing at no charge in the alphabetical listings section of the Directory.

3.6 Other listings, e.g. additional listings, that are made available to ALLTEL End Users/Customers will be made available to Unite for the benefit of its End Users/Customers. Rates for these listings are listed in Appendix A to the Agreement.

3.7 Unite consents to allow ALLTEL to send Unite End User/Customer Listing Information to ALLTEL's Directory Publisher, yellow pages sales staff, and directory assistance personnel. ALLTEL will not license, sell or otherwise transfer any list containing End User/Customer Listing Information to any other third party, e.g. Directory Publishers, directory assistance providers, without Unite's prior consent, which consent will not be unreasonably withheld. If Unite requests ALLTEL to extract or identify its End Users/Customers for a third party transaction, then ALLTEL may charge Unite a reasonable service bureau extraction fee and Unite will be free to establish its own fees for direct billing to third parties.

3.8 ALLTEL shall have the right, but not the obligation, to contact any and all End Users/Customers of Unite and any/all other interested parties for the purpose of soliciting and receiving contracts for advertising in ALLTEL's Directories (including but not limited to listing enhancements such as bold and italics) and promoting and selling other ALLTEL Directory products and services.

3.9 Any errors in Unite's End User/Customer alphabetical listings will be reported to Unite not to ALLTEL. Unite will forward the information to ALLTEL for resolution. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each directory.

3.10 Prior to publication, Unite will receive an alphabetical list of their End Users/Customers for their review and approval. Unite will be given a reasonable period of time to review, correct, and approve the accuracy of the list and communicate its approval to ALLTEL. Such approval shall not be unreasonably withheld.

3.11 Unite and ALLTEL will employ the following procedures for handling misdirected directory error calls:

3.11.1 Unite and ALLTEL will provide their respective End Users/Customers with the correct telephone numbers to call for access to their respective directory personnel.

3.11.2 End Users/Customers of Unite shall be instructed to report all cases of directory errors to Unite. End Users/Customers of ALLTEL shall be instructed to report all cases of directory errors to ALLTEL.

3.11.3 Unite and ALLTEL will provide their respective directory contact numbers to one another on a reciprocal basis.

3.11.4 Neither Party will discuss its products and services with the other Party's End Users/Customers during the course of directory error calls.

3.12 If Unite receives an inquiry or complaint on yellow page advertising Unite will treat the inquiry or complaint as a misdirected directory call and will provide the End User/Customer with proper information to allow the End User/Customer to contact ALLTEL's yellow page personnel.

4 INFORMATION PAGES

4.1 ALLTEL will include information needed by End Users/Customers to establish, maintain, and use local service with local service providers in the Directory information pages on a non-discriminatory basis. Subject to its obligation of fairness and nondiscrimination, ALLTEL will have final editorial control over content, design, format, and location of these information pages.

4.2 Information Pages Required by Regulation

4.2.1 At no additional expense to Unite, ALLTEL will include information pages required by regulation and law such as Unite's billing, installation, and repair services, emergency numbers, consumer tips, and local calling area in the information pages. Unite will prepare and provide ALLTEL with this information. With Unite input, ALLTEL will determine design, format, and location of these pages in the Directory. ALLTEL and Unite will work together to integrate the content into the appropriate format and design.

4.2.2 ALLTEL will also Publish general non-company specific information, such as, long distance calling, state and international area codes, and a time zone map of the United States.

4.3 Premium Information Pages

In addition to the Information Pages provided in B. above, Unite may elect to purchase space for display of Unite-specific product and service information that is factual, instructional, directional, or

promotional in nature in accordance with the then prevailing policies and pricing, as both may be established by ALLTEL from time to time. Rates for premium pages are listed in Exhibit "1" of this Appendix B.

4.4 In recognition of ALLTEL's operating independence as a Directory Publisher and ever-changing market conditions, it is hereby acknowledged and agreed that ALLTEL is entitled to establish, discontinue, and modify its policies from time to time with regard to Publishing practices, pricing, branding, specifications, designs, publication dates, standards or procedures; provided, however, the Parties will consult with and give each other prior written notification of any changes in Party's policies or products that may impact the other Party's obligations under this Appendix B. Such policies shall be nondiscriminatory and treat ALLTEL End Users/Customers and Unite End Users/Customers similarly.

4.5 Prior to publication, Unite will receive final "OK to print" proof copies of Information and Premium Pages for their review and approval. Unite will be given a reasonable period of time to review, correct, and approve the proof copies and communicate its approval to ALLTEL. Such approval shall not be unreasonably withheld.

5 DISTRIBUTION

5.1 Upon directory publication ALLTEL will arrange for the distribution of the Directory to Unite's service End Users/Customers in the ALLTEL Directory coverage area at no charge. Unite's End Users/Customers will receive Directories at the same time, and at the same level of quality as ALLTEL's End Users/Customers.

5.2 Subsequent to the initial distribution of directories, ALLTEL will timely deliver:

5.1.1 Replacement Directories to Unite's End Users/Customers within the area served by the Directory upon any reasonable request from a Unite End User/Customer, and

5.1.2 Directories to new business and residential End Users/Customers within the area served by the Directory provided Unite delivers timely new End User/Customer information for the Unite Exchange to ALLTEL in a mutually agreed upon format. ALLTEL will make the foregoing deliveries at no charge to Unite or its End Users/Customers.

5.3 Unite will provide ALLTEL at the time Unite's End User/Customer's order is placed all required Directory distribution information, e.g. quantities and delivery location, to enable ALLTEL to perform its distribution responsibilities.

5.4 ALLTEL will make available to Unite's End Users/Customers directory recycling services under the same terms and conditions that ALLTEL makes such services available to its own local End Users/Customers.

5.5 Any distribution difficulties encountered by Unite's End User/Customer shall be reported by that End User/Customer to Unite not to ALLTEL. Unite will forward the information to ALLTEL. Contact personnel and phone numbers will be exchanged between the Parties prior to distribution of each Directory.

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8 SURVIVAL

The Parties' obligations with respect to any Directories whose annual publication cycle has begun prior to the effective date of termination shall survive such termination. A publication cycle begins the day following the listing activity close date (the Directory "close date") for the current year's publication

9 INDEMNIFICATION and LIMITATION of LIABILITY

9.1 Definition of Claims. "Claims" shall mean any and all demands, complaints, disputes, liabilities, obligations, losses, damages, deficiencies, penalties, settlements, judgments, actions, proceedings, and suits of whatever kind and nature and all reasonable costs and expenses, including reasonable attorney's fees, arising in connection with or related to the subject matters of this Appendix B.

9.2 Advertising Claims. Claims regarding advertising in the Directories covered by this Appendix B shall be referred to ALLTEL. ALLTEL shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.

9.3 Listing Claims. Claims regarding the listing of Unite's End Users/Customers in the Directories covered by this Appendix B shall be referred to Unite. Unite shall use commercially reasonable efforts to promptly investigate, defend against, and resolve the same.

9.4 Cooperation. Both Parties shall cooperate in good faith in their investigation, defense, settlement, and resolution of claims arising out of any error or omission in or of any listing and/or advertising in the Directories covered by this Appendix B. In the event of a demand or complaint asserting that ALLTEL and Unite are jointly liable, ALLTEL shall assume the responsibility for and advance the cost of defending the portion of the claim relating to any Unite End User/Customer's advertising; and Unite shall assume the responsibility for and advance the cost of defending that portion of the claim relating to any Unite's

End User/Customer's listing; and both Parties shall cooperate, share information, and coordinate their efforts in an attempt to eliminate or minimize any liability and their respective attorneys' fees and costs. This assumption of the defense of a claim, or portion thereof, does not imply or create an assumption of liability for any final settlement or judgment for such claim or portion thereof. The Parties shall negotiate in good faith how to finally divide and apportion the liability for such claim in accordance herewith and any disputes shall be submitted to arbitration, as set forth in Section 24.

9.5 Notice and Procedures. A Party seeking indemnification (the "Indemnified Party") shall give prompt written notice in reasonable detail (the "Notice of Claim") to the indemnifying Party (the "Indemnifying Party") stating the basis of any claim for which indemnification is being sought hereunder within thirty (30) days after its knowledge thereof; provided that the Indemnified Party's failure to provide any such notice to the Indemnifying Party shall not relieve the Indemnifying Party of or from any of its obligations hereunder except to the extent that the Indemnifying Party suffers prejudice as a result of such failure. If the facts giving rise to such indemnification involve an actual or threatened claim by or against a third party:

9.5.1 The Parties hereto shall cooperate in the prosecution or defense of such claim in accordance with Section 23.1 above and shall furnish such records, information and testimony and attend to such proceedings as may be reasonable requested in connection therewith; and

9.5.2 The Indemnified Party shall make no settlement of any claim which would give rise to liability on the part of the Indemnifying Party without the latter's prior written consent which shall not be unreasonably withheld or delayed, and the Indemnifying Party shall not be liable for the amount of any settlement affected without its prior written consent.

9.6 Indemnification for Certain Personal Injuries and Property Damage. Each Party agrees to release indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the Indemnifying Party's negligence or willful misconduct, regardless of form of action.

9.7 End User/Customer and Content-Related Claims. Each Party agrees to release, indemnify, defend, and hold harmless the other Party, its Affiliates, and any third party provider of services under this Appendix B (collectively, the "Indemnified Parties") from all losses, claims,

demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by their respective End Users/Customers against any Indemnified Party arising from the act, omission, error, or mistake of the Indemnifying Party with respect to Claims as defined in A. above, except to the extent that the Claim arises from the act, omission, error, or mistake of the Indemnified Party. In such instances in which the Claim(s) is in the nature of actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of the content: (i) of an advertisement or the like Published in a Directory, ALLTEL shall be the Indemnifying Party, unless such Claim(s) arise from the act, omission, error, or mistake of Unite; (ii) of the information in a listing provided to ALLTEL by Unite, Unite shall be the Indemnifying Party unless such Claim(s) arise from the act, omission, error, or mistake of ALLTEL; or (iii) that does not fit the descriptions set forth in the preceding subsections (9.5.1) or (9.5.2), then the Indemnifying Party shall be the Party whose act, omission, error, or mistake was the proximate cause for such Claim, however, if both Parties caused and contributed to such a Claim, the Parties' responsibility for such Claim shall be apportioned in relation to each Party's degree of fault. The Parties further agree that the term "Indemnified Party" includes, as appropriate, their employees, officers, and Affiliates.

9.8 Limitation of Liability. Each Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the amount of the charges for the service or activity at issue in connection with the assertion of damages for the time period during which such service or activity was inoperative, not to exceed in total the charge due from the Party asserting the damages. UNDER NO CIRCUMSTANCE SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE, PERFORMANCE, OR LOSS OF THE SERVICES DESCRIBED IN THIS APPENDIX B, OR EQUIPMENT OR SOFTWARE, OR ACCESSORIES ATTACHED THERETO, OR DELAY, ERROR, OR LOSS OF DATA. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE MATTERS, DESCRIBED IN THIS APPENDIX B, AND, WHILE THE ADVISING PARTY SHALL USE DILIGENT EFFORTS IN THIS REGARD, BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

Any assertion of damages by a Party against the other Party must be made within one (1) year after the publication of the Directory giving rise to such claim.

APPENDIX B

Exhibit 1

ALLTEL Communications Company
Premium Information Pages
Pricing Guide

Region	Price* Page 1-11	Price* 12 pages & over	Distribution
Beatrice	$3,000	$2,500	50,000
Hastings	$3,000	$2,500	50,000
Lincoln	$10,000	$7,500	345,000
Lincoln Mini	$7,500	$7,000	56,000
Nebraska City	$3,000	$2,500	55,000
Wahoo	$3,000	$2,500	50,000
York	$3,000	$2,500	64,000

Price per page per directory publishing year

APPENDIX C

COLLOCATION

1 Physical Collocation

1.1 General Provisions

1.1.1 This Appendix sets forth the rates, terms, and conditions upon which ALLTEL will offer physical collocation to Unite as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement. To the extent that any provisions of this Appendix are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Appendix so as to conform it to the applicable express requirements of the FCC rules and other applicable law.

1.1.2 Unite shall be allowed to obtain dedicated space (the "Collocation Space") in ALLTEL's Wire Centers and to place equipment in such space to interconnect with ALLTEL's network, accessing and combining UNEs and accessing Ancillary Services.

1.1.2.1 When ALLTEL plans for expansions of a Central Office or an equipment area within a Central Office, Unite's collocation needs will be taken into consideration.

1.1.3 Collocation Terminations are purchased by Unite for the purpose of accessing Unbundled Network Elements. These terminations are facilities that lie between Unite's virtual or physical collocation space and a frame (demarcation point) within ALLTEL's Central Office space. This demarcation point also serves as a test access point. Collocation Terminations consist of blocks and cabling. Termination Cable pricing is found in Exhibit A, following.

1.1.4 Alltel will provide the following two types of physical collocation:

1.1.4.1 Caged Physical Collocation -- allows Unite to lease caged floor space for placement of its equipment within Alltel's Premises for the purpose of interconnecting with Alltel Finished Services or accessing Unbundled Network Elements. Unite is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

1.1.4.2 Cageless Physical Collocation -- is a non-caged area within an Alltel Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage will be determined on how the cable runways are set. Space will be provided utilizing industry standard equipment bay configurations in which

Unite can place and maintain its own equipment. Unite is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within Unite's leased Collocation space.

1.1.5 Unite shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose or act whether or not otherwise permitted by the Agreement, if such purpose or act (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.

1.1.6 Physical collocation shall be provided on a first-come, first-served basis.

1.1.7 Physical collocation also includes ALLTEL providing resources (e.g.: lighting, AC power, and AC) necessary for the operation and economical use of collocated equipment.

1.1.8 Unite will disclose appropriate information about the equipment to be installed to allow ALLTEL to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.

1.1.9 When ALLTEL personnel are used, the related charges by ALLTEL shall be just, reasonable, and non-discriminatory.

1.1.10 If Unite chooses to physically collocate in premises which were initially prepared for virtual collocation, Unite may

1.1.10.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Virtual Collocation below; or

1.1.10.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case Unite shall coordinate the construction and rearrangement with ALLTEL of its equipment and circuits for which Unite shall pay ALLTEL at applicable rates, and pursuant to the other terms and conditions in this Appendix. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Physical Collocation Pricing shall apply.

1.1.11 Unite is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from ALLTEL.

1.1.12 Unite's collocated space will be separated from other CLEC's collocated space and ALLTEL space through cages for caged physical collocation.

1.1.13 Once construction is complete for physical collocation and Unite has accepted its physical collocation space, Unite may order Cross-Connects.

1.1.14 If, at any time, ALLTEL reasonably determines that the equipment or the installation does not meet requirements. it will provide a notice of noncompliance to Unite along with an identification of the problem and recommendations for its solution. Unite will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Unite fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, ALLTEL may have the equipment removed or the condition reasonably corrected at Unite's expense. The terms of this section, including the notice of non-compliance, are governed by 47 C.F.R. 51.323(c).

1.1.15 During installation if ALLTEL determines Unite activities are unsafe, equipment does not meet NEBS 1 safety standards, or in violation of any applicable laws or regulations, ALLTEL has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of ALLTEL's employees, interfere with the performance of ALLTEL's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, ALLTEL may perform such work and/or take reasonable action as is necessary to correct the condition at Unite's sole expense pursuant to Section 1.1.14.

1.1.16 ALLTEL may refuse Unite's requests for additional space if Unite is in material breach of this Appendix, including having any undisputed past due charges hereunder.

2 Collocation Intervals

2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.

2.2 Acknowledgment of Floor Space Availability- Within fifteen (15) business days of the receipt by ALLTEL from Unite of an application for collocation, for Collocation and the associated Application Fee, ALLTEL will notify Unite whether the sufficient floor space is available in the requested Wire Center to accommodate Unite's request and provide floor plans necessary for use by an ALLTEL approved contractor.

2.3 Buildout Quote Preparation- Within thirty-five (35) business days of the receipt by ALLTEL from Unite of a Bona Fide Request for Collocation and the associated Application Fee, ALLTEL will provide Unite with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

2.4 Quote Acceptance - Within thirty (30) business days of the receipt by Unite of the ALLTEL quotation, Unite will accept or reject the ALLTEL proposed quotation. Acceptance shall require payment to ALLTEL of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Caged and Cageless Construction -Within seventy (70) business days of the acceptance of the quotation by Unite, the construction of the necessary cage enclosure or cageless space shall be completed. At this time, the leased floor space will be available to Unite for installation of its collocated

equipment. Also at this time, and upon acceptance by Unite of the collocation space, the billing cycle for the collocation space will begin.

2.6 Delays in ALLTEL's receipt of equipment or material required for physical collocation that are beyond ALLTEL's control shall not leave ALLTEL liable for any claims of delay by Unite.

2.7 ALLTEL shall notify Unite when the Collocation Space is ready for occupancy. Unite will efficiently use the collocation space and begin installation of equipment within a reasonable amount of time after notification that the space is ready for occupancy.

3 Termination of Collocation Arrangement

3.1 Unite may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ALLTEL.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 Unite shall surrender to Alltel all associated keys, access cards and ALLTEL provided photo identification cards to the Collocation Space, and shall make known to ALLTEL the combination of all combination locks remaining on the Collocation Space.

3.2.2 Unite, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days of written notice to Alltel; provided, however that Unite shall continue payment of monthly fees to ALLTEL until such date as Unite has fully vacated the Collocation Space.

3.2.3 If Unite fails to vacate the Collocation Space within thirty (30) days from the termination date, ALLTEL reserves the right to remove Unite's equipment and other property of Unite, with no liability for damage or injury to Unite's property unless caused by the negligence or intentional misconduct of ALLTEL. All expenses of such removal shall be borne by Unite.

3.2.4 Unite shall return the Collocation Space and all equipment and fixtures of ALLTEL to ALLTEL in as good a condition and state of repair as when Unite originally took possession, normal wear and tear or damage by fire or other casualty excepted. Unite shall be responsible to ALLTEL for the cost of any repairs that shall be made necessary by the acts or omissions of Unite or of its agents, employees, contractors, or business invitees. ALLTEL reserves the right to oversee Unite's withdrawal from the Collocation Space, and Unite agrees to comply with all directives of ALLTEL regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ALLTEL's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that Unite shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put Unite to additional expense above and beyond that which

would be necessary to return the Collocation Space in its original condition.

3.2.5 Prior to any termination, or within thirty (30) days thereafter, Unite shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by Unite, failing which ALLTEL may remove the same, and Unite shall, upon demand, pay to ALLTEL the cost of such removal and any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ALLTEL.

3.2.6 All fixtures, installations, and personal property belonging to Unite not removed from the Collocation Space upon termination of a Collation Space license and not required by ALLTEL to have been removed as provided in this Appendix, shall be conclusively presumed to have been abandoned by Unite and title thereto shall pass to ALLTEL under this Appendix as if by bill of sale.

3.2.7 If the Collocation Space is not surrendered at the termination of the Collocation Space license, Unite shall indemnify ALLTEL against loss or liability resulting from delay by Unite in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

3.3 Should Unite default in its performance and said default continues for thirty (30) days after receipt of written notice, or if Unite is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, ALLTEL may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel Unite, remove Unite property, forcibly if necessary, and thereupon this Appendix shall terminate, without prejudice to any other remedies ALLTEL might have. ALLTEL may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Unite at any time thereafter.

4 Collocation Space

4.1 If ALLTEL determines it necessary for Unite's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another ALLTEL Wire Center, Unite is required to do so. Upon reasonable prior written notice as soon as practically possible, Unite shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of ALLTEL, including condemnation or government order or regulation. Otherwise ALLTEL shall be responsible for any such preparation and costs

4.2 If Unite requests the Collocation Space to be moved within the Building or to another ALLTEL Wire Center, ALLTEL shall permit Unite to relocate the Collocation Space, subject to the availability of space and associated requirements. Unite shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the

preparation of the new Collocation Space and the new Wire Center as applicable.

4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."

4.4 ALLTEL agrees, at Unite's sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by ALLTEL in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After Unite has made the initial payments required and the state regulatory approval obtained for this Appendix, ALLTEL agrees to pursue diligently the preparation of the Collocation Space for use by Unite.

5 Entrance Facilities and Demarcation Point

5.1 Unite will place its own entrance facilities for connection to the collocated equipment. ALLTEL will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Unite will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. Unite will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to Unite's equipment in the Collocation Space. Unite must contact ALLTEL for instructions prior to placing the entrance facility cable in the manhole. Unite is responsible for maintenance of the entrance facilities.

5.1.1 If conduit or innerduct are not available, Alltel will provide access through other means including but not limited too: re-arranging existing facilities, removing abandoned cable, providing shared entrance facilities and/or structure augments. Alltel will only charge the standard NRCs and MRCs where new collocation entrance facilities must be constructed. Alltel may increase the collocation intervals for conduit entrance facility augments. Alltel must notify Unite for the Ready for Service (RFS) date. The RFS will not exceed 150 days from application.

5.2 ALLTEL shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between Unite's network and ALLTEL's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between ALLTEL and Unite will be at the POT Bay.

6 Use of Collocation Space

6.1 Subject to § 7.14 below, Unite shall only use the Collocation Space for purposes of locating equipment and facilities within ALLTEL's central offices for the purpose of interconnection, access and combining of UNEs, and Ancillary Services. Consistent with the nature of the Building and the environment of the

Collocation Space, Unite shall not use the Collocation Space for office, retail, or sales purposes. Unite shall place no signs or markings of any kind (except for a plaque or other identification affixed to Unite's equipment and reasonably necessary to identify Unite's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.

6.2 Unite is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Unite in the Collocation Space.

6.3 From time to time ALLTEL may require access to Unite's caged Collocation Space. ALLTEL retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). ALLTEL will give reasonable notice to Unite when access to the Collocation Space is required. Unite may elect to be present whenever ALLTEL performs work in the Collocation Space. The Parties agree that Unite will not bear any of the expense associated with this work.

7 Unite Access to Unite's Collocation Space

7.1 ALLTEL will review the security requirements, issue keys, ID cards and explain the access control processes to UNITE. The access control process includes but is not limited to the requirement that all UNITE approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, ALLTEL personnel are subject to trespass violations if they are found to be wrongfully inside UNITE physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

7.2 ALLTEL will take all reasonable measures to insure that UNITE equipment collocated in ALLTEL Premises is afforded physical security at Parity with ALLTEL's similarly situated equipment. Should an event occur within an ALLTEL Premises that suggests vandalism or other tampering with UNITE's equipment, ALLTEL will, at UNITE's request, vigorously and thoroughly investigate the situation. UNITE shall cooperate in the investigation as requested by ALLTEL. ALLTEL will keep UNITE apprised of the progress of any investigation, and report any conclusions in a timely manner.

7.3 ALLTEL shall provide access to UNITE's collocated equipment and existing eyewash stations, restrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for UNITE personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying UNITE's employees entry into ALLTEL Premises. ALLTEL shall provide UNITE with access to other basic facilities, including parking, where available on a first-come, first-served basis.

7.4 UNITE shall be restricted to corridors, stairways, and elevators that provide direct access to UNITE's space, or to the nearest restroom facility from UNITE's designated space, and such direct access will be outlined during UNITE's walk

through. Access shall not be permitted to any other portion of the building.

7.5 All employees, agents and contractors of Unite having access to the Collocation Space shall comply with ALLTEL's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by ALLTEL which contains a current photo, the individual's name and company name/logo. Unite agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, Unite shall surrender the Collocation Space to ALLTEL in the same condition as when first occupied by Unite except for ordinary wear and tear.

7.6 Unite must submit an application listing all of Unite's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. Unite warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by ALLTEL, would be a material breach of this Appendix. Unite shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of ALLTEL.

7.7 In the event that subsequent to the execution of this Attachment Unite desires to place in the Collocation Space any equipment or facilities not set forth on the application, Unite shall furnish to ALLTEL a written list and description of the equipment or facilities. ALLTEL may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Appendix shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.8 The foregoing imposes no obligation upon ALLTEL to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new collocation space or to construct additions to existing collocation space in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

7.9 Unite shall indicate its intent to proceed with equipment installation in an ALLTEL Central Office by submitting a Bona Fide Firm Order; Exhibit B attached hereto, to ALLTEL. A Bona Fide Firm Order requires Unite to complete the Application/Inquiry process described in § 7.6 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 15.0, following. The Bona Fide Firm Order must be received by ALLTEL no later than thirty (30) days after ALLTEL's response to Unite's Application/Inquiry. Space preparation for the Collocation Space will not begin until ALLTEL receives the Bona Fide Firm Order and all applicable fees.

7.10 Unite shall bare all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate Unite's physical collocation space. Such charges shall be prorated based on the amount of space renovated or upgraded. For this Section, support mechanisms provided by ALLTEL may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and Unite is responsible only for prorated charges based on the amount of space requested. ALLTEL will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Unite of delays. ALLTEL

7.11 Pursuant to the terms contained in this Appendix, ALLTEL shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.

7.12 Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

7.13 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

7.13.1 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party) shall promptly notify the Party causing the Impairment of Service (the "Impairing Party) of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

7.13.2 If it is confirmed that either Party is causing an Impairment of Service, as

set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may discontinue use of the affected circuit, facility or equipment until the Impairment is corrected. Notwithstanding, either Party may seek legal or regulatory relief consistent with this Agreement if the Impairment is not corrected within a reasonable time.

7.14 ALLTEL will permit interconnection between two collocated local service providers at the "Termination Cables" rates specified in Exhibit A. ALLTEL will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, ALLTEL will perform the cable pull on a time and materials basis, in addition to the charges specified in Exhibit A of this Appendix. ALLTEL will not make the physical connection within the local service provider's collocation node. ALLTEL will not accept any liability for the cable or the connections and ALLTEL will not maintain any records concerning these connections.

7.15 Subject to this Appendix, Unite may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by Unite in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by Unite at any time. Unite shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.

7.16 In no case shall Unite or any person purporting to be acting through or on behalf of Unite make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of ALLTEL. ALLTEL shall consider a modification, improvement, addition, repair, or other alteration requested by Unite, provided that ALLTEL shall have the right to reject or modify any such request. Unite shall pay the cost of any such construction in accordance with ALLTEL's then-standard custom work order process.

8 Standards

8.1 The Parties warrant that the services provided hereunder this Appendix are made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of Unite as of the Effective Date of this Appendix and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to

determine how such changes will impact performance of the Parties under this Appendix, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Appendix or that subsequently become effective and then when effective shall also apply to this Appendix regardless of Unite concurrence. Unite shall strictly observe and abide by each.

8.2 Unite warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS 1) Generic Requirements for each item set forth on the application form. Unite also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 7.7 shall be so compliant.

8.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 7.7, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

9 Responsibilities of Unite

9.1 Unite is responsible for providing to ALLTEL personnel a contact number for Unite technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 Unite is responsible for providing trouble report status when requested by ALLTEL.

9.3 Regeneration of either DS1 or DS3 signal levels must be provided by Unite, or ALLTEL under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. Unite must provide any regeneration caused by cross-office extension. ALLTEL will make available the most efficient space available within the Central Office.

9.4 ALLTEL shall permit Unite to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by ALLTEL. Such construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking, and also outside Unite's physical space. ALLTEL's approval of Unite's contractors involves security access arrangements and shall not be unreasonably withheld. Unite is not required to use ALLTEL or ALLTEL contracted personnel for the engineering and installation of Unite's collocated equipment. Approval by ALLTEL of Unite's employees, vendors or subcontractors shall be based on the same criteria that Unite uses in approving contractors for its own purposes.

Unite will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:

9.4.1 Entrance Facilities;

9.4.2 Unite Equipment;

9.4.3 Required Point of Termination Cross Connects;

9.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;

9.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

ALLTEL NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

9.5 The Parties are responsible to immediately provide verbal notification to each other of significant outages or operations problems which could impact or degrade the other parties network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification or EMAIL must be provided within twenty-four (24) hours.

9.6 Unite is responsible for coordinating with ALLTEL to ensure that services are installed in accordance with the service request.

9.7 Unite is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a Unite provided facility or piece of equipment. If ALLTEL testing is also required, it will be provided at charges specified in Appendix A.

10 Assignment

10.1 Unite shall not assign, sublet, or otherwise transfer this Appendix, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of ALLTEL provided that Unite may assign this Appendix to an affiliate by providing prior written notice to ALLTEL of such assignment or transfer. Any purported assignment or transfer that is not permitted shall be deemed a material breach of this Appendix and voidable at the option of ALLTEL. Unite shall not permit any third party to jointly occupy the Collocation Space. Unite acknowledges that this Appendix does not convey any right, title or interest in the Central Office to Unite.

11 Casualty Loss

11.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenantable in whole or in part, ALLTEL shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, ALLTEL has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while Unite was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or ALLTEL opts not to rebuild, then this Appendix shall (upon notice to Unite within thirty (30) days following such occurrence) terminate as of the date of such damage.

11.2 Any obligation on the part of ALLTEL to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for Unite and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Unite or by ALLTEL to the Collocation Space at the request of Unite; or any fixture or other equipment installed in the Collocation Space by Unite or by ALLTEL on request of Unite.

11.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in ALLTEL's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, ALLTEL, at its option, may terminate this Appendix by giving Unite ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

12 Limitation of Liability

12.1 In addition to the General Terms and Conditions, § 47 and 48 Liability and Indemnification, this § L. Limitation of Liability shall also apply.

12.2 Unite acknowledges and understands that ALLTEL may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of Unite; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Unite equipment and facilities. In addition to any other applicable limitation, ALLTEL shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, regardless of whether any claimed liability arises in tort or in contract. Unite shall save and hold ALLTEL harmless from any and all costs, expenses, and claims associated with any such acts or omission by any Other acting for, through, or as a result of Unite.

13 Services, Utilities, Maintenance and Facilities

13.1 ALLTEL, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. Unite shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable ALLTEL tariffs.

13.2 ALLTEL will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for Unite equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, ALLTEL shall provide smoke/fire detection and any other building code requirements.

13.3 ALLTEL shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by Unite to access the Collocation Space.

13.4 ALLTEL agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.

ALLTEL

14 Compliance with Laws

14.1 Unite and all persons acting through or on behalf of Unite shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

15 Rates and Charges

15.1 Unite shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following.

15.2 Application Fee- Unite shall submit to ALLTEL an Application fee to cover the work involved in developing a quotation for Unite for the total costs involved in its collocation request for one (1) Wire Center. Unite must pay the Application Fee to ALLTEL prior to ALLTEL beginning any collocation work for Unite. The Application Fee in non-refundable.

15.3 Subsequent Application Fee- ALLTEL requires the submission of an Application Fee for modifications to an existing arrangement.

15.4 Buildout Space Preparation Fee- The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

15.5 Cable Installation Fee- The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for Unite if Unite and ALLTEL jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

15.6 Cable Support Structure- The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

15.7 Floor Space- The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, Unite shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which ALLTEL releases the Collocation Space for occupancy or on the date Unite first occupies the Collocation Space, whichever is sooner.

15.8 Power- This provides 48 volt DC A and B power and ground feeds from the local power panel to Unite's collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the Unite collocated space will also be provided.

16 Insurance

16.1 Unite shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies maintaining at least a A.M. Best's rating of A or better .. So long as Unite has assets that equal or exceed ten billion dollars ($10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance as appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies, required under this Agreement, excluding Workers' Compensation and Employer's Liability insurance.

16.2 **Types of Coverage and Limits**

16.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars ($10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars ($10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements as covered under standard ISO form CG 0001 10 01 or equivalent.

16.2.2 Umbrella/excess liability coverage in an amount of ten million dollars ($10,000,000.00) excess of coverage specified in § 16.2.1. proceeding.

16.2.3 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of two million dollars ($2,000,000) each accident, two million dollars ($2,000,000) each employee by disease and of two million dollars ($2,000,000) policy limit by disease.

16.2.4 All risk property coverage on a full replacement cost basis insuring all of Unite's personal property situated on or within ALLTEL location(s). Unite

may also elect to purchase business interruption or contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.

16.2.5 Unite may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

16.3 All policies purchased by Unite shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ALLTEL, subject to the indemnity provisions under this Agreement.

16.4 All insurance must be in effect on or before the date equipment is delivered to ALLTEL's Central Office and shall remain in effect for the term of this Appendix or until all Unite property has been removed from ALLTEL's Central Office, whichever period is longer. If Unite fails to maintain required coverage, ALLTEL may pay the premiums thereon and seek reimbursement of it from Unite.

16.5 Unite releases ALLTEL from and waives any and all right of recovery, claim, action or cause of action against ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Unite or located on or in the space at the instance of Unite by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, excepting negligence of ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Unite fixtures and other personal property shall contain a waiver of subrogation against ALLTEL, and any rights of Unite against ALLTEL for damage to Unite fixtures or personal property are hereby waived.

16.6 Unite shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Appendix. Unite shall arrange for ALLTEL to receive thirty (30) days advance written notice from Unite insurance company(ies) of cancellation, or substantial alteration of its terms for the policies required under this Agreement.

16.7 Failure to comply with the provisions of this Section will be deemed a material violation of this Appendix.

17 ALLTEL's Right of Way

17.1 ALLTEL, its agents, employees, and other ALLTEL-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by ALLTEL hereunder, and for any other purpose deemed reasonable by ALLTEL. ALLTEL may access the Collocation Space for purpose of averting any threat of harm imposed by Unite or its equipment or facilities upon the operation of ALLTEL equipment, facilities

and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

18 VIRTUAL COLLOCATION

18.1 Service Description

18.1 This Appendix sets forth terms and conditions that provide Unite the capability to collocate customer provided transmission, concentration and multiplexing equipment at an ALLTEL wire center or other designated ALLTEL premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. Unite may terminate basic fiber optic transmission facilities at ALLTEL's premises for connection to their designated equipment or may lease facilities from ALLTEL. The terms and conditions of Appendix C: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of Unite's network to ALLTEL's network at specific locations established in accordance with the terms of this Appendix (ALLTEL Virtual Collocation Service). To the extent that any provisions of this Appendix are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Appendix so as to conform it to the applicable express requirements of the FCC rules and other applicable law.

18.2 ALLTEL Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by ALLTEL ("Locations"). Unite will install fiber optic cable up to an ALLTEL designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Appendix Network Interconnection. Unite will provide ALLTEL sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). ALLTEL will purchase the Entrance Fiber under the provisions of 19.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Appendix. If multiple entry points are available, and Unite so desires, multiple entry points will be provided to Unite.

18.3 ALLTEL Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.

18.4 General provisions, rates and charges applicable to all ALLTEL Virtual Collocation Services are contained in this Appendix.

19 General Provisions

19.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of ALLTEL Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by Unite.

19.2 Title

19.2.1 Unite agrees to sell to ALLTEL all the equipment and support structure components required to provision and maintain/repair ALLTEL Virtual Collocation on an ongoing basis, for the sum of one dollar ($1.00).

19.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, ALLTEL agrees to sell to Unite for the sum of one dollar ($1.00), all the equipment and support structure components which were sold to ALLTEL pursuant to § 19.2.1 above.

19.2.3 This Agreement does not convey to Unite any right, title, or interest in ALLTEL facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of an ALLTEL Virtual Collocation arrangement.

19.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. ALLTEL reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. Unite must provide a length of underground fiber optic cable in the entrance manhole specified by ALLTEL which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. Unite is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on Unite's side of the IP. Before placing the fiber optic facility in the manhole, Unite will contact ALLTEL for instructions. Unite agrees to comply with ALLTEL's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by ALLTEL.

19.4 ALLTEL will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which ALLTEL will install.

19.5 Unite must provide the fiber transmission equipment that ALLTEL will purchase and use pursuant to paragraph 19.2.1 preceding to provision the ALLTEL Virtual Collocation Service. Unite provided equipment must comply with the Bellcore Network Equipment Building System (NEBS 1) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.

19.6 Unite is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. Unite must also specify all software options for the transmission equipment and associated plug-ins. In addition, Unite shall provide the following:

19.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.

19.6.2 All unique tools and test equipment.

19.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.

19.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.

19.6.5 Fuse panel(s) with sufficient capacity for all ALLTEL Virtual Collocation transmission equipment.

19.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).

19.7 Any equipment provided under § 19.5 preceding shall be provided to ALLTEL in accordance with § 19.1 preceding.

19.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of Unite. Unite will be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §H. following.

19.9 If Unite desires ALLTEL to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable ALLTEL service tariff provisions.

19.10 ALLTEL will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.

19.11 ALLTEL will work cooperatively with Unite to facilitate joint testing and maintenance/repair related activities.

19.12 Unite will be responsible for notifying ALLTEL of significant outages of any portion of its network, which could impact or degrade ALLTEL switches and services. Unite will also provide, if possible, an estimated time for restoral.

19.13 Troubles reported to or observed by Unite should be tested and isolated by Unite prior to reporting the trouble to ALLTEL.

19.14 ALLTEL or an ALLTEL-authorized vendor must perform all installation work performed on behalf of Unite. Authorization procedures may be obtained from ALLTEL upon request.

19.15 ALLTEL will provide, at rates set forth in Exhibit A following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to Unite's designated equipment in the same standards and parameters required for ALLTEL equipment. Unite will provide ALLTEL with specifications for any non-standard or special requirements at the time of application. ALLTEL reserves the right to assess Unite any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

20 Limitations on Provision of Service

20.1 The following provisions address ALLTEL Virtual Collocation Service interconnections to the ALLTEL network and service prohibitions for ALLTEL Virtual Collocation Service:

20.1.1 Unite will not have access to the ALLTEL buildings, except as provided in §20.1.2 following.

20.1.2 An ALLTEL security escort will accompany Unite from the interconnection point outside of the ALLTEL Virtual Collocation location. The security escort will be provided at Unite's expense in accordance with charges described in Exhibit A following.

20.1.3 Unite will not interconnect at less than DS1/DS3 level high capacity services within the Premises

20.2 ALLTEL is not responsible for the design, engineering, or performance of Unites designated termination equipment and Unite provided facilities for Virtual Collocation Service.

20.3 ALLTEL is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a customer request.

21 Ordering Services

21.1 Unite shall complete and provide to ALLTEL a written application requesting an ALLTEL Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested ALLTEL Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.

21.2 ALLTEL will process applications for ALLTEL Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.

21.3 ALLTEL will accept letters of agency in conjunction with an application for ALLTEL Virtual Collocation.

21.4 Upon receipt of the application fee, ALLTEL will conduct the following design and planning activities:

21.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.

21.4.2 Determination of requirements of the requested ALLTEL Virtual Collocation design.

21.4.3 Administrative activities required to process the application.

21.5 Once ALLTEL has completed the design and planning activities, Unite will be informed of the floor space and power requirements. Within thirty (30) days ALLTEL will provide to Unite a list of vendors certified to perform equipment installations.

21.6 Unite shall have thirty (30) days from receipt of the information to place a firm order.

21.7 ALLTEL's engineering and other labor time associated with establishing and maintaining ALLTEL Virtual Collocation Service will be billed under the provisions of § 28 following.

21.8 Unite agrees to meet with ALLTEL on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. Unite is responsible for ordering electronics. ALLTEL is responsible to provide installation within a thirty (30) day interval once ALLTEL has taken receipt of the electronics.

22 Service Activation

22.1 ALLTEL will notify Unite in writing upon completion of the installation work and prior to activating the ALLTEL Virtual Collocation arrangement.

22.2 ALLTEL will provide Unite with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., ALLTEL Virtual Collocation location, bay location, shelf, etc., at the time of installation.

22.3 ALLTEL will utilize existing test equipment, or Unite unique test equipment, for acceptance and repair in cooperation with Unite.

24 Training

24.1 If Unite selects terminating transmission equipment hardware and/or software which is not currently in use in the ALLTEL location where ALLTEL Virtual Collocation will be provided, Unite will be responsible for payment of the charges as set forth in Exhibit A following, for any necessary training for ALLTEL personnel needed to repair said equipment. Additionally, Unite will be responsible for payment of any applicable tuition fees associated with said training.

24.2 In the event that Unite does not provide the necessary training to enable ALLTEL personnel to repair said equipment, ALLTEL may call a certified vendor to make repairs of said equipment. Unite will reimburse ALLTEL for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Exhibit A following.

25 Inspections

25.1 Unite shall call to schedule a time to enter the ALLTEL Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An ALLTEL security escort will accompany Unite during said inspections at the expense of Unite. Security escort rates are as set forth in Exhibit A following.

26 Maintenance

26.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repaired only upon request of Unite. In an emergency, ALLTEL will use reasonable efforts to notify Unite, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, Unite must provide ALLTEL with the associated circuit identifications and specific location of the ALLTEL Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, Unite will be billed to Unite on a time and material basis. No charges will be assessed to Unite for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of ALLTEL or from incidental damage resulting from ALLTEL activities. Unite is responsible for providing equipment required for maintenance/repair spares under the terms of §19. of this Appendix A.

26.2 All maintenance/repair on ALLTEL Virtual Collocation terminating transmission equipment will be performed by ALLTEL.

27 Insurance and Liability Requirements

27.1 Risk of loss with respect to the collocation equipment shall remain with Unite throughout the term of this Agreement, and Unite shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate Unite in the event of loss or damage to the equipment. Unite shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

28 Rate Elements

28.1 ALLTEL Virtual Collocation Service rates and charges are described below. Rates and charges for each element are specified in Exhibit A attached hereto and pursuant to the following.

28.2 An Application Fee in the amount specified in Exhibit A following must be submitted with Unite's application for ALLTEL Virtual Collocation Service. The first-come, first-served policy of processing applications for ALLTEL Virtual Collocation arrangements will be determined based upon the order of receipt of applications for ALLTEL Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space

availability and a determination of requirements for the requested ALLTEL Virtual Collocation design. An Application Fee is required with each ALLTEL Virtual Collocation arrangement application submitted per location. If more than one ALLTEL Virtual Collocation arrangement is ordered at the same location on the initial ALLTEL Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.

28.3 The Cable Installation Charge applies for each ALLTEL Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the ALLTEL Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to ALLTEL commencing work on the ALLTEL Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent ALLTEL Virtual Collocation arrangement orders within the same location for Unite if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent ALLTEL Virtual Collocation Service.

28.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.

28.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to Unite's designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.

28.6 The maintenance charge is a monthly recurring charge associated with maintenance of the customer designated termination equipment. The charge is applicable per base module.

28.7 The engineering/installation charge is associated with work performed by ALLTEL to determine space requirements, engineer adequate amounts of power to the equipment, ensure adequate fire protection and install customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.

28.8 A security escort is provided to Unite whenever Unite, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of an ALLTEL employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

28.9. When the leased equipment (hardware and/or software) is identical to that already in use in the ALLTEL location no training charges are applicable. When Unite equipment (hardware and/or software) is not identical to that already in use in the ALLTEL location, charges as set forth in Exhibit A are applicable.

29 COLLOCATION (Miscellaneous forms)

29.1 Interconnection Distribution Frame (ICDF) Collocation

29.1 Interconnection Distribution Frame (ICDF) Collocation is available if UNITE has not obtained Caged or Cageless Physical Collocation, but requires access to the ALLTEL Wire Center for combining Unbundled Network Elements, Finished Services, including Local Interconnection Trunks, and ancillary services. ICDF Collocation provides UNITE with access to the Interconnection Distribution Frame, where ALLTEL will terminate the Unbundled Network Elements and ancillary services ordered by UNITE. UNITE may combine one (1) UNE to another UNE, Finished Service, or ancillary service by running a jumper on the ICDF. UNITE access to the ICDF will be on the same terms and conditions described for other types of Physical Collocation. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

29.2 All ALLTEL terminations on the Interconnection Distribution Frame will be given a frame address. ALLTEL will establish and maintain frame address records for ALLTEL terminations. ALLTEL will maintain assignment records for each Unbundled Network Element, Finished Service, and ancillary service ordered by UNITE that is terminated on the Interconnection Distribution Frame. ALLTEL will provide UNITE with the frame assignments for each Unbundled Network Element, Finished Service, and ancillary service terminated on the ICDF.

29.3 UNITE will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. UNITE will be required to maintain the records for UNITE-provided jumpers.

29.4 The rate elements for ICDF collocation covers the recurring and non recurring costs to install and engineer the blocks and tie pairs required to provide ICDF Collocation. The rate elements for collocation are founding Exhibit "A" of this Appendix

30 Adjacent Collocation and Adjacent Remote Collocation

30.1 UNITE may request Adjacent Collocation and Adjacent Remote Collocation in an existing ALLTEL controlled environmental vault, controlled environmental hut, or similar structures on or under ALLTEL owned, leased or otherwise controlled property contiguous to anALLTEL Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote

Collocation.

30.2 Alternatively, if no such structure described above exists, UNITE may choose to construct or procure a structure to place on or under ALLTEL owned, leased or otherwise controlled property contiguous to anALLTEL Premises. Such adjacent structure shall be in accordance with ALLTEL's design and space planning for the site. UNITE may propose the design for the adjacent structure, subject to ALLTEL's approval. ALLTEL will review the building and property plans for the new structure within thirty (30) calendar Days.

30.3 UNITE shall own such structure, subject to a reasonable ground space lease. If UNITE terminates its Adjacent Collocation space, ALLTEL shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event ALLTEL declines to take the structure or terms cannot be agreed upon, UNITE may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to ALLTEL's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, UNITE is responsible for removal of the structure and returning the property to its original condition.

30.4 ALLTEL shall provide written authorization for use of ALLTEL's property to UNITE or UNITE's contractor, to the extent that ALLTEL owns or controls such property, to assist UNITE in obtaining any building permits or other approvals that may be necessary to construct the facility. UNITE is responsible for construction of the structure or procurement of an existing structure. UNITE is responsible for meeting all State and municipal building and zoning requirements.

30.5 ALLTEL will provide power and all other Physical Collocation services and facilities.

30.6 Upon request, ALLTEL will evaluate all parking or other spaces outside the_ALLTEL Premises on ALLTEL property that can be reasonably made available to UNITE for Adjacent Collocation. ALLTEL will retain a reasonable amount of parking space for ALLTEL technicians or other vehicles, including UNITE's. Space below a hoisting area will not be relinquished for Collocation space.

30.7 If Physical Collocation space becomes available in a previously exhausted ALLTEL structure, ALLTEL shall not require UNITE to move, or prohibit UNITE from moving its Collocation arrangement into the ALLTEL structure. Instead, ALLTEL shall continue to allow UNITE to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

31 Remote Collocation

31.1 Remote Collocation allows UNITE to collocate in an ALLTEL Remote Premises that is located remotely from an ALLTEL Wire Center building

property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

31.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility, or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

32 Ordering – Adjacent Collocation

32.1 If space for Physical Collocation in a particular ALLTEL Premises is not available at the time of UNITE's request, UNITE may request ALLTEL to conduct a feasibility study for Adjacent Collocation for that Premises site. ALLTEL recommends that ALLTEL and UNITE conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on ALLTEL's property. ALLTEL will make available, within ten (10) business days, drawings of the ALLTEL physical structures above and below ground for the requested Adjacent Collocation site.

32.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by ALLTEL, in accordance with UNITE's application, and the construction by UNITE of the adjacent structure. If UNITE disputes the interval proposed by ALLTEL, ALLTEL must promptly petition the Commission for approval of such disputed interval.

32.3 If Adjacent Collocation is provided within an existing ALLTEL Premises, the ordering procedures and intervals for Physical Collocation shall apply.

33 Ordering – Remote Collocation and Adjacent Remote Collocation

33.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing ALLTEL Premises. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

33.2 If space for Physical Collocation or Virtual Collocation in a particular ALLTEL Remote Premises is not available at the time of UNITE's request, UNITE may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 33.1 and 33.2.

34 Shared Caged Physical Collocation

34.1 Shared Caged Physical Collocation allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from ALLTEL pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which ALLTEL will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. ALLTEL will prorate the charge for site conditioning and preparation undertaken by ALLTEL to construct the Shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. ALLTEL shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection Agreements with ALLTEL utilize a Shared Collocation arrangement, ALLTEL shall permit each CLEC to order UNEs to and provision service from that sShared Collocation space, regardless of which CLEC was the original collocator, directly from ALLTEL. ALLTEL shall make Shared Collocation space available in single-bay increments or their equivalent.

34.2 For Shared Collocation, ALLTEL may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and ALLTEL must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. ALLTEL must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

35 CLEC-to-CLEC Connections

35.1 Competitive Local Exchange Carrier (CLEC)-to-CLEC Connections allow CLECs to connect with each other within an ALLTEL premises for the purpose of mutually exchanging traffic.

35.2 CLEC-to-CLEC Connections can be used to connect Collocation spaces of two different parties within the same ALLTEL location and may also be used to connect multiple forms of a CLEC's Collocations within the same Unite premises (e.g., Physical to Physical, Physical to Virtual, Virtual to Virtual, or non-contiguous cageless bays).

35.3 Unite is responsible for obtaining and submitting a Letter of Authorization (LOA) from each of the connecting CLECs to ALLTEL.

35.4 Direct CLEC-to-CLEC Connections are limited to transmission cable only, and no power cable may be run over the ALLTEL engineered route.

35.5 Unite is responsible for:

35.5.1 Ordering and delivering the equipment cable to the Unite collocation.
35.5.2 Contracting with a vendor, or using Unite appropriately trained installers, to have all cabling provided and installed on racking as identified by ALLTEL.
35.5.3 Supplying cable terminations to ALLTEL (cable pair count) for all Virtual Collocations.
35.5.4 Installation of all termination blocks and any other associated equipment within each Physical Collocation space.
35.5.5 Installation and maintenance of any regeneration equipment required in Unite's Collocation site.
35.5.6 Tagging both ends of the connection.

36.6 Ordering Direct CLEC-to-CLEC Connection

36.6.1 To request a Direct CLEC-to-CLEC Connection in conjunction with the construction of the Collocation space, Unite must indicate this on the original Collocation BFR.

36.6.2 Requests for additional Direct CLEC-to-CLEC Connections require an augment order to ALLTEL to verify the route for additional connections between the two Collocations.

37 Rate Elements

37.1 ALLTEL will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by UNITE on the Collocation BFR Form. A quote is then developed by ALLTEL for the work to be performed. Prices for collocation are found in Exhibit A of this Appendix.

37.2 Price elements as specified in the collocation pricing exhibit "A" of this Agreement are used to develop price quotations in support of Collocation. ICB pricing will be used for collocation elements that pricing is yet to be developed for. ALLTEL will develop such ICB pricing using TELRIC principals. Once ALLTEL has sufficient experience in developing an element that element will be made available by adding it to the collocation pricing exhibits.

Exhibit A: I. Physical Collocation Pricing

Rate Element		Monthly Recurring Charge	Nonrecurring Charge
Application Fee	Per arrangement, Per C.O.		$3,140.10
Subsequent Application Fee	Per arrangement, Per C.O.		$1,852.93
Buildout Space Preparation Fee	Per arrangement, Per C.O.		2,948.68
Cable Installation Fee	Per cable		$2,021.36
Cable Support Structure	Per cable, per 50 feet	$7.37	
Floor Space Rental	Per square foot	$1.48	
48 Volt Power	Per ampere, Per month	$15.10	$557.42
Termination Cables			
PER 100 PAIR		REC	NRC
Cable Placement	per 100 pair block	0.2337	195.86
Cable	per 100 pair block	0.3753	314.53
Blocks	per 100 pair block	0.6498	544.57
Block placement	per 100 pair block	0.2447	205.06
PER TERMINATION		REC	NRC
Cable Placement	per Termination	0.0044	3.68
Cable	per Termination	0.0051	4.31
Blocks	per Termination	0.0089	7.46
Block placement	per Termination	0.0034	2.81

Exhibit A: II. Virtual Collocation Price List

Rate Element Description	Type of Charge	Charge
Application Fee	Per Arrangement, Per C.O.	$3,389.65
Subsequent Application Fee	Per Arrangement, Per C.O.	$2,045.31
Space Preparation Fee	Per Arrangement, Per C.O.	$3,620.33
Cable Installation Charge	Per Arrangement, Per C.O.	$2,021.36
Entrance Cables	RC Per 2 fibers	$3.78
	RC FDF to collocator – per 2 fibers	$6.36
Cable Support Structure	RC (per cable, per 50 feet)	$7.37
DC Power Charge	RC (per 40 amp minimum, 40 amp increments)	$569.13
	NRC (per 40 amp minimum, 40 amp increments)	$648.64
Engineering/Installation Charge	NRC (per base module)	$47.02
	NRC (per DSX/OCN Card)	$47.02
Maintenance Charge	NRC (per hour)	$46.03
Termination Cables	SAME PRICES AS THOSE SHOWN IN PHYSICAL COLLOCATION ABOVE	
Security Escort	NRC per incident:	
	Per 1/2 hour or fraction thereof:	
	Basic	$32.51
	Overtime	$48.77
	Premium	$65.02
	Additional Access Cards	$10.00
Training Per Trainee Living Expenses	NRC (per day)	ICB
Labor	NRC	
	First ½ hour & each additional ½ hour or fraction thereof :	
	Basic	$23.49
	Overtime	$35.23
	Premium	$46.97
Air Fare/Travel Expense	NRC (actual per trip)	ICB

Exhibit A: III. Miscellaneous Collocation Pricing

Rate Element		Monthly Recurring Charge	Nonrecurring Charge
ICDF Collocation	Per arrangement, Per C.O.	ICB	ICB
Adjacent Collocation and Adjacent Remote Collocation	Per Arrangement	ICB	ICB
CLEC to CLEC			
Design engineering and Installation	Per Application		$745.12
Cable Racking	Per foot		
DSO		$ 0.16526	
DS1		$ 0.17587	
DS3		$ 0.15130	
Cable Hole			422.16

Exhibit B
Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

APPENDIX D, INNERDUCT UCCUPANCY

1 SCOPE

This Appendix D is made in furtherance of an interconnection agreement between the Parties of even date herewith. Unite represents to ALLTEL that Unite has a need to occupy, place and maintain communications facilities within ALLTEL's Innerduct in connection with the provision of Telecommunications Service. ALLTEL agrees to permit Unite to occupy, place, and maintain communications facilities within ALLTEL's Innerduct as ALLTEL may allow pursuant to the terms of this Appendix D. Where ALLTEL owns or controls Innerduct, it will make access available on a nondiscriminatory first come, first served basis.

2 DEFINITIONS

2.1 "Conduit" means any reinforced passage or opening in, on, under/over or through the ground capable of containing communications facilities. In general context, Conduit includes any accompanying Manholes.

2.2 "Hazardous Materials" means:

2.2.1 any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic, or dangerous within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule, or regulation of any governmental body or authority,

2.2.2 any substance, material, or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule, or regulation of any governmental body or authority, or

2.2.3 any other substance, material, or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal, or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule, or regulation of any governmental body or authority as a dangerous or pollutant substance.

2.3 "Innerduct", unless otherwise specified or approved by ALLTEL (consistent with industry standards), shall mean a single enclosed space typically 1" or 1-1/4" in diameter placed within Conduit and used for housing of communications facilities.

2.4 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing facilities, placement, repair, or replacement of Innerduct or Manholes, or any other changes required to accommodate Unite's Facilities in an Innerduct.

2.5 "Manholes" and "handholes" mean subsurface enclosures which personnel may enter and use for the purpose of installing, operating, and maintaining communications facilities.

2.6 "Occupancy Fee" means the fee paid by Unite to ALLTEL assessed per linear foot of Innerduct occupied by Unite's Facilities.

2.7 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.8 "Unite's Facilities" means all facilities, including, but not limited to, cables, equipment, and associated hardware, owned and utilized by Unite which occupy an Innerduct.

3 GRANT OF LICENSE

ALLTEL grants to Unite and Unite accepts from ALLTEL a non-exclusive revocable (but only in accordance herewith) license to occupy, place, and maintain in a designated space in specified ALLTEL Innerduct located in or near the locations specified in Appendix H Exhibit 7, Unite's Facilities on the terms and conditions set forth herein. Unite shall have no further right, title, or other interest in connection with ALLTEL's Innerduct. No use, however extended, of ALLTEL Innerduct under this Appendix D shall create or vest in Unite any ownership or property rights in said Innerduct. Nothing in this Appendix D shall be construed as affecting the rights or privileges previously conferred by ALLTEL, by contract or otherwise, on others not parties to this Appendix D, to use any ALLTEL Innerduct or to occupy any ALLTEL Innerduct covered by this Appendix D. So long as it does not unreasonably interfere with the rights granted to Unite hereby, ALLTEL shall have the right to grant, renew, or extend privileges to others not parties to this Appendix D to occupy any or all ALLTEL Innerduct. ALLTEL grants this license in reliance on the representation of Unite that Unite intends to provide Telecommunications Service with Unite's Facilities covered by this Appendix D.

In the event Unite has a need to utilize a maintenance spare duct/innerduct for restoration, ALLTEL agrees to collaborate with Unite to allow for the temporary use of the duct/innerduct. Once service is restored, within five (5) business days Unite will provide a plan and timeline to vacate the maintenance duct/innerduct, and restore it to its original condition.

If Unite requests ALLTEL to replace or modify existing Innerduct to increase its strength or capacity for the sole benefit of Unite, Unite shall pay ALLTEL the total replacement or modification cost, as applicable, ALLTEL's cost to transfer its Facilities to new Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Innerduct, if necessary. Ownership of new Innerduct shall vest in ALLTEL. To the extent that a modification is incurred for the benefit of multiple parties, Unite shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the Unite Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Innerduct into compliance with applicable safety or other

requirements shall be deemed to be for the benefit of multiple parties and Unite shall be responsible for its share of the modification cost. Where the work includes construction of extra space or strength not requested by Unite, such extra space or strength and costs thereof shall be attributed to ALLTEL or other users/requesters and not Unite.

4 TERM

This Appendix D shall continue in effect until terminated in accordance with the provisions provided in the Unite-ALLTEL Interconnection and Service Resale Agreement.

5 INNERDUCT OCCUPANCY REQUEST ("IOR")

5.1 A standard Innerduct Occupancy Inquiry is any inquiry for occupancy of no more than thirty (30) Manholes or three (3) miles of Innerduct. Any request for more than these quantities will be handled on an individual case basis. IORs received by ALLTEL shall be processed on a first come, first served basis.

Upon execution of this Appendix D, Unite shall have the right to begin the three (3) step IOR process. The steps are:

5.1.1 Innerduct Occupancy Inquiry. Unite shall submit an Innerduct Occupancy Inquiry Form, Appendix H Exhibit 2, to ALLTEL, which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes) which shall include a drawing of the proposed route, contact information (name, telephone, facsimile, and email information) and the Innerduct Occupancy Inquiry Fee, as listed in Appendix A. When this information and the fee are received by ALLTEL, the inquiry will be researched using ALLTEL's records to determine if the requested route exists, and if so, the distances, structures, and the number of Manholes on the requested route. This information will be available fifteen (15) business days from the time all the Innerduct Occupancy Inquiry information is received by ALLTEL. The time for response by ALLTEL will be extended when multiple standard inquiries are made within fifteen (15) business days of each other so that ALLTEL has up to fifteen (15) days per inquiry. In no case will the time frame for these inquiries overlap. ALLTEL will also provide Unite with an estimate of the Innerduct Occupancy Quote Preparation Fee, Appendix H Exhibit 3. which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes.) The Innerduct Occupancy Quote Preparation Fee (Estimated Engineering Cost) is valid for ninety (90) calendar days. Inquiries for non-standard quantities of Innerduct will be addressed on an individual case basis.

5.2.2 Innerduct Occupancy Quote Preparation. If Unite desires to determine the actual Innerduct and Manhole capacity of a requested route an Innerduct Occupancy Quote will be prepared upon notice

from Unite and payment of the estimated Innerduct Occupancy Quote Preparation Fee. Once ALLTEL receives the Fee from Unite, ALLTEL will report on the Innerduct and Manhole capacity, any required Make-Ready Work, the costs and schedule for such Make-Ready Work, and any other requirements Unite must satisfy prior to installing its facilities. Innerduct Occupancy Quotes will be provided within thirty-five (35) business days for standard requests. The total fee is based on the number of Manholes along the requested route. Innerduct Occupancy Quote Preparation requires a field verification of all the Manholes along the requested route. Innerduct Occupancy Quote Preparation for non-standard quantities of Innerduct will be addressed on an individual case basis.

Within thirty (30) calendar days after receiving the Innerduct Occupancy Quote from ALLTEL, Unite shall either (i) pay the estimated make-ready amount to ALLTEL at least thirty (30) calendar days prior to the date the Make-Ready Work is to begin and pay all the costs incurred to perform the Make-Ready Work, or (ii) cancel the IOR.

5.2.3 Innerduct Occupancy Order. Along with the Innerduct Occupancy Quote, upon completion of the work identified in 5.2.2 above, ALLTEL will provide Unite an Innerduct Occupancy Order Form, Appendix H Exhibit 4, which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes) containing estimated make-ready cost (if any), annual recurring charges, and any additional information necessary for Unite to proceed with placing its facility in ALLTEL's Innerduct. If Unite desires to occupy the Innerduct, then at any time before the end of the thirty (30) day period during which the Innerduct Occupancy Quote is valid, Unite may accept it by signing and returning the Innerduct Occupancy Order to ALLTEL, along with full payment of the estimated make-ready amount set forth in the Innerduct Occupancy Quote and Innerduct Occupancy Order and Innerduct Make-Ready Work is required, Unite shall pay the estimated make-ready cost prior to ALLTEL beginning any work. It is understood that ALLTEL need not begin any work until thirty (30) calendar days after the estimated make-ready amount has been paid to it. Actual costs incurred by ALLTEL in performing the Make-Ready Work will be applied to the estimated make-ready costs. Any costs in excess of the estimated cost will be billed to Unite provided Alltel provides prior notice of costs in excess of 10% over the estimated costs. Any payment of the estimated costs in excess of actual Innerduct make-ready costs will be returned to Unite. If Unite does not accept the Innerduct Occupancy Quote and pay the estimated make-ready amount, as set forth above, the IOR shall be deemed automatically cancelled as of the end of the thirty (30) day period during which the Innerduct Occupancy Quote is valid.

The Parties recognize subsequent Innerduct occupiers may benefit from the make-ready efforts paid for by the first occupier, i.e. Unite.

Therefore Unite, and other extant occupiers, will receive a partial refund of the make-ready costs if the subsequent occupiers occupy an Innerduct within five (5) years of the completion of the make-ready effort. Refunds shall be according to the following schedule:

Occupier	Make-Ready Costs	Refund
1st	100%	None
2nd	50%	50%
3rd	33.33%	16.67%
4th	25%	8.33%

Upon completion of the Make-Ready Work (if any) and ALLTEL's receipt of payment for the actual Make-Ready Work (if any) ALLTEL will send Unite an Innerduct Ready for Occupancy Notice (IRON), Appendix H Exhibit 5, which may be revised from time to time by ALLTEL (so as to better fulfill its information purposes). Payment of the Innerduct Occupancy Fee, listed in Appendix A, allows Unite, subject to the terms of this Appendix D, to place and maintain Unite Facilities in the Innerduct. Unite shall pay the appropriate Innerduct Occupancy Fee at the time the make-ready work is accepted.

Unite shall only connect its conduit or Innerduct to ALLTEL's Innerduct system at ALLTEL's Manholes. Innerduct shall not be opened at any point between Manholes. All such work of creating an opening in an ALLTEL Manhole shall be at the expense of Unite and shall be performed by ALLTEL approved personnel. Such approval shall not be unreasonably withheld.

5.2 Unite agrees to not place power cables or related power equipment in ALLTEL Innerduct or Manholes. Cable connectors or splicing devices shall not be used by Unite in ALLTEL's Innerducts.

5.3 The Parties agree ALLTEL shall use a two (2) year planning horizon to reserve space for its future use with documented plans.

6. AUTHORITY TO PLACE Unite'S FACILITIES

6.1 Unite shall have and shall be solely responsible for securing all needed authority to maintain the facilities to be placed in ALLTEL's Innerduct within the public streets, highways, and other thoroughfares or on private property. Unite shall be solely responsible for obtaining all licenses, authorizations, permits, and consents from federal, state, and municipal authorities or private property owners that may be required to place and maintain Unite's Facilities in ALLTEL's Innerduct.

6.2 ALLTEL shall cooperate with Unite in connection with securing needed rights, authorities, consents, and approvals, to the extent lawful and consistent with existing ALLTEL contracts, it shall authorize Unite to use rights, authorities, consents, and approvals that it has secured, so long as ALLTEL's rights are

not put at risk thereby; provided that any costs incurred by ALLTEL in connection therewith shall be reimbursed to ALLTEL

6.3 Unless Unite is disputing the action and reasonably pursuing proper relief, consents, reinstatement, or the like, if any right of way, easement, license, authorization, permit, or consent obtained by Unite is subsequently revoked or denied so that ALLTEL's interests are at risk, then Unite's permission to occupy such ALLTEL Innerduct shall terminate immediately and Unite shall promptly remove Unite's Facilities from the Innerduct in question. ALLTEL will not exercise its rights hereunder so long as Unite provides adequate security or assurance to protect ALLTEL's interests. Should Unite fail to remove Unite's Facilities within ninety (90) business days of receiving notice to do so from ALLTEL, ALLTEL shall have the option to remove Unite's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Unite without ALLTEL being deemed guilty of trespass or conversion, and without ALLTEL becoming liable for any loss or damages to Unite occasioned thereby. All costs incurred by ALLTEL to remove Unite's Facilities shall be reimbursed to ALLTEL by Unite upon demand by ALLTEL.

6.4 Upon notice from ALLTEL to Unite that the cessation of the use of any portion of ALLTEL's Innerduct has been ordered or directed by any federal, state, or municipal authority, or private property owner, Unite's permission to occupy such ALLTEL Innerduct shall terminate immediately and Unite promptly shall remove Unite's Facilities, consistent with the demands of such governmental authority. Should Unite fail to remove Unite's Facilities within ninety (90) business days (or such longer period as the government authority might have permitted) of receiving notice to do so from ALLTEL, ALLTEL shall have the option to remove Unite's Facilities and store them in a public warehouse or elsewhere at the expense of and for the account of Unite without ALLTEL being deemed guilty of trespass or conversion, and without ALLTEL becoming liable for any loss or damages to Unite occasioned thereby. All costs incurred by ALLTEL to remove Unite's Facilities shall be reimbursed to ALLTEL by Unite upon demand by ALLTEL.

7 PLACEMENT OF Unite'S FACILITIES

Unite shall, at its sole expense, place and maintain Unite's Facilities in ALLTEL's Innerduct in accordance with (i) such requirements and specifications as ALLTEL shall from time to time prescribe in writing, which shall be consistent with industry standards, (ii) all rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) then currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Placement or maintenance of Unite Facilities will be performed by Unite employees or by ALLTEL approved personnel. All Unite employees will be considered approved personnel. ALLTEL will provide supervision at Unite's expense if ALLTEL believes it is required. Supervision rates (Additional Engineering) are listed in Appendix A.

Unite's Facilities shall be tagged in each Manhole so as to identify Unite as the owner of the facilities. The tags shall be of sufficient size and lettering so as to be easily read.

ALLTEL will determine and designate manhole locations on all requested routes where Unite will have the option of placing slack loops, accumulators, and splice cases. Such designations will be made on the Innerduct Occupancy Quote Preparation form and the determination will be at parity with ALLTEL's own operations.

8 Intentionally Left Blank

9 OCCUPANCY FEES

9.1 Unite shall pay to ALLTEL an annual Occupancy Fee, as listed in Appendix A for each linear foot of Innerduct occupied by Unite's Facilities.

9.2 Occupancy Fees shall become due and payable on the date an IRON is sent to Unite by ALLTEL for all ALLTEL Innerducts identified in that IRON on a pro rata basis until the end of the current year and thereafter on an annual basis within thirty (30) business days of the date of a statement from ALLTEL specifying the fees to be paid. Any payment after thirty (30) business days shall be deemed delinquent. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in ALLTEL's State Access Tariff.

9.3 ALLTEL shall maintain an inventory of the total linear footage of Innerduct occupied by Unite's Facilities in ALLTEL's Innerduct based upon the cumulative linear footage per Innerduct from all IRONs approved by ALLTEL. It shall be Unite's sole responsibility to notify ALLTEL of any and all removals of Unite's Facilities from ALLTEL's Innerduct. Written notice of such removals shall be provided to ALLTEL at least thirty (30) business days prior to the removal. Each notice of removal shall be in a form specified by ALLTEL which is shown in Exhibit 6 and which may be revised from time to time by ALLTEL (so as to better fulfill its informational purposes.) Unite shall remain liable for all Occupancy Fees until Unite's Facilities have been physically removed from ALLTEL's Innerduct. ALLTEL may, at its option, conduct a physical inventory as described in XII. below, of Unite's Facilities for purposes of determining the Occupancy Fees to be paid by Unite under this Section.

10 MODIFICATIONS, ADDITIONS, OR REPLACEMENTS OF Unite'S FACILITIES

For purposes of this Section, "modification" shall mean structural modifications including core drilling, re-racking, and cable rearrangements.

10.1 Unite shall not modify, add to, or replace Unite's Facilities in any ALLTEL Innerduct without first notifying ALLTEL in writing of the intended modification, addition, or replacement at least thirty (30) business days prior

to the date the activity is scheduled to begin. The required notification shall include:

10.1.1 the date the activity is scheduled to begin,

10.1.2 a description of the planned modification, addition, or replacement,

10.1.3 a representation that the modification, addition, or replacement will not require any space other than the space previously designated for Unite's Facilities, and

10.1.4 a representation that the modification, addition, or replacement will not impair the structural integrity of the ALLTEL Innerduct involved.

10.2 Should ALLTEL reasonably determine that the modification, addition, or replacement specified by Unite in its notice will require more space than that allocated to Unite or will require any modification, replacement, or reinforcement of the ALLTEL Innerduct involved in order to accommodate Unite's modification, addition, or replacement, ALLTEL will so notify Unite, whereupon Unite shall use the IOR process in compliance with this Appendix D in order to obtain authorization for the modification, addition, or replacement of Unite's Facilities.

10.3 Access to ALLTEL's Innerduct for repairs, modifications, additions, or replacements required in emergency situations shall be governed by the provisions of Section 18 of this Appendix D.

10.4 Should Unite request ALLTEL expand capacity or purchase additional plant, Unite agrees to pay all costs of such expansion or addition. If ALLTEL or another party that has been granted a license joins in the request and will benefit from the expansion or purchase, Unite agrees to pay a percentage of all costs proportionate to Unite's share of the benefit received from the expansion or purchase.

11 CHARGES FOR UNAUTHORIZED OCCUPANCY OF ALLTEL INNERDUCT

11.1 It is agreed that a charge equal to five (5) times the amount of the then current Occupancy Fee shall be paid by Unite to ALLTEL for each unauthorized occupancy of ALLTEL's Innerduct by Unite. Such payment shall be deemed the agreed fee and not a penalty nor damages, but in lieu of other damages. Unite also shall pay ALLTEL an Occupancy Fee for each unauthorized occupancy accruing from the date the unauthorized occupancy first began. In the event that the date the unauthorized occupancy first began can not be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Appendix D or, if no physical inventory has been conducted, the date the first IRON for Unite was issued in accordance with this Appendix D, but in no event greater than 5 years. Unite also shall pay to ALLTEL all costs incurred by ALLTEL to rearrange Unite's Facilities that are unauthorized if such rearrangement is required to

safeguard ALLTEL's Facilities or to accommodate the facilities of another party whose facilities would not have required a rearrangement but for the presence of Unite's unauthorized facilities. Unite also shall pay to ALLTEL all costs incurred by ALLTEL to reinforce, replace, or modify any ALLTEL Innerduct, which reinforcement, replacement, or modification is required as a result of the unauthorized occupancy by Unite. The Occupancy Fee referenced in this subsection shall be determined in the same manner as such a fee would have been determined if the occupancy had been authorized by ALLTEL.

11.2 For purposes of this Section, an unauthorized occupancy shall include, but not be limited to:

11.2.1 The presence of Unite's Facilities in any ALLTEL Innerduct which Innerduct is not identified in any IRON issued in accordance with this Appendix D;

11.2.2 The presence of Unite's Facilities in any ALLTEL Innerduct that occupies more space than that allocated to Unite by ALLTEL;

11.2.3 Unite's Facilities that are not placed in accordance with the provisions of this Appendix D or the appropriate IRON issued pursuant to this Appendix D;

11.2.4 An addition or modification by Unite to its pre-existing facilities in any ALLTEL Innerduct that impairs the structural integrity of that ALLTEL Innerduct;

11.2.5 The presence of facilities in ALLTEL's Innerduct placed by Unite that are owned or controlled by and for the use of a party other than Unite or its affiliates, provided that said affiliates comply with all terms, conditions, responsibilities and obligations hereunder.

11.3 Once ALLTEL has notified Unite of an unauthorized attachment, Unite can submit an IOR to request an authorized attachment. An IOR submitted per this provision will be treated like any other IOR subject to this Appendix D. Unite will be responsible for all fees associated with an IOR (as identified in this Appendix D). If an IOR is not received by ALLTEL within ten (10) business days of Unite's receipt of an unauthorized attachment notification, then Unite has sixty (60) business days from the date of its receipt of the initial unauthorized attachment notification to vacate the Innerduct.

12. SURVEYS AND INSPECTIONS OF Unite'S FACILITIES

12.1 The total linear footage per Innerduct and exact location of Unite's Facilities in ALLTEL's Innerduct may be determined, at ALLTEL's discretion, through a survey to be made not more than once per calendar year by ALLTEL. If it so requests, Unite, at its own expense and without interfering with ALLTEL's work, may participate in the survey. The costs incurred by ALLTEL to

conduct the survey shall be reimbursed to ALLTEL by Unite only if the survey reveals unauthorized attachments or placement of facilities by Unite. If the facilities of more than one participating licensee are included in the same survey, and such licensee(s) are or become obligated to reimburse ALLTEL, then such contribution shall be based on a reasonable, equitable proportionate share of the costs to be reimbursed to ALLTEL.

12.2. Apart from surveys conducted in accordance with this Section, ALLTEL shall have the right to inspect any facilities of Unite in any ALLTEL Innerduct as conditions may warrant. Unite shall reimburse ALLTEL all costs incurred to conduct its inspection only if Unite chooses to participate in the survey or, the survey reveals unauthorized attachments by Unite. No joint survey or inspection, or lack thereof, by ALLTEL shall operate to relieve Unite of any responsibility, obligation, or liability assumed under this Appendix D.

13 NOTICE OF MODIFICATION OR ALTERATION OF ALLTEL INNERDUCTS

13.1 In the event ALLTEL plans to modify or alter any ALLTEL Innerduct that house Unite's Facilities, ALLTEL shall provide Unite notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should Unite decide to modify or alter Unite's Facilities in the ALLTEL Innerduct to be modified or altered by ALLTEL, Unite shall so notify ALLTEL in writing at least thirty (30) calendar days prior to the time the proposed modification or alteration is scheduled to take place. In such event, Unite shall bear a proportionate share of the total costs incurred by ALLTEL to make the ALLTEL Innerduct accessible. Unite's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Unite to the total amount of new space occupied by all of the parties joining in the modification. Unite is not responsible for any costs of ALLTEL's modification or alteration of its Innerduct.

13.2 In the event ALLTEL moves, replaces, or changes the location, alignment, or grade of ALLTEL's Innerduct ("relocation") for reasons beyond ALLTEL's control, Unite concurrently shall relocate Unite's Facilities. Unite shall be solely responsible for the costs of the relocation of Unite's Facilities.

13.3 Unite shall have no claim against ALLTEL for any relocation expenses, unless ALLTEL is awarded relocation expenses which clearly include costs and expenses which Unite is obligated to pay, and has paid, hereunder Unite shall have no claim against ALLTEL for any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any relocation. If such determination is not forthcoming from Qwest within a reasonable period of time, the attachments may be abandoned in place or removed by ALLTEL at Qwest's sole expense.

14 DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS APPENDIX D, ALLTEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.2 IN NO EVENT SHALL ALLTEL BE LIABLE TO Unite FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND LOST PROFITS) ARISING OUT OF THIS APPENDIX D OR ANY OBLIGATION ARISING HEREUNDER, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

15 DEFAULT AND REMEDIES

15.1 If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Appendix D, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Appendix D or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

15.2 ALLTEL does not intend that Unite be deemed authorized to take action that would result in the filing of any tax or mechanic's lien against any ALLTEL Innerduct. The filing of any tax or mechanic's lien against ALLTEL's Innerduct, due to the act or omission of Unite which is not bonded or discharged within thirty (30) days of the date Unite receives notice that such lien has been filed shall be deemed a default hereunder.

15.3 Unite shall not knowingly use or maintain its Innerduct in violation of any law or regulation, or in aid of any unlawful act or undertaking, and the violation hereof shall be a default.

15.4 Where necessary and commercially reasonably in order to protect its rights and interest in ALLTEL's Innerduct, ALLTEL may perform, on behalf and at the expense of Unite, any obligation of Unite under this Appendix D which Unite has failed to perform and of which ALLTEL shall have given Unite notice, the cost of which performance shall be paid by Unite to ALLTEL upon demand;

15.5 ALLTEL shall have and may exercise all of the remedies set forth in this Appendix D, consistent with the Dispute Resolution provisions hereof. Without limiting the foregoing, it is agreed by the Parties that ALLTEL shall possess the following remedies:

15.1 Intentially left Blank

15.2 To recover from Unite the costs and expenses incurred by ALLTEL (including, without limitation, reasonable attorneys' fees) in enforcing this Appendix D upon demand by ALLTEL;

15.3 Upon termination of this Appendix D by ALLTEL, Unite shall remain liable to ALLTEL for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses incurred by ALLTEL in pursuit of its remedies hereunder and the Innerduct fees incurred through the end of the calendar year in which termination occurs; and

15.4 All rights and remedies of ALLTEL set forth in this Appendix shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed.

16 INDEMNIFICATION

16.1 With respect to third party claims, each of the Parties agrees to release, indemnify, defend, and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents, and subcontractors; or for failure to perform under this Agreement, regardless of the form of action. The Parties shall make their respective best efforts to secure waivers of subrogation from their respective insurance carriers, since this indemnity provision is not intended to benefit such insurance carriers.

16.2 The indemnification provided herein shall be conditioned upon:

16.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

16.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

16.3 In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party.

16.3 It is understood that each Party (Acting Party) is responsible for and shall compensate the other Party for the actual loss, damage, or destruction of the

other Party's property where such loss, damage, or destruction is due to gross negligence or wilful misconduct of the Acting Party in and about ALLTEL's Innerduct, whether done by the Acting Party or its agents, contractors, or subcontractors.

16.4 Without limiting the foregoing, each Party (the Indemnifying Party) shall be responsible for, and shall indemnify and hold harmless the other Party (the Indemnified Party), its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Indemnified Party suffers or incurs because of

16.1 any discharge of hazardous waste resulting from acts or omissions of the Indemnifying Party;

16.2 acts or omissions of the Indemnifying Party, it agents, employees, contractors, or representatives in connection with any cleanup required by law, or

16.3 failure of the Indemnifying Party to comply with Environmental, Safety and Health Laws.

16.5 The Indemnifying Party shall indemnify, protect, and hold harmless the Indemnified Party from and against any and all claims for libel and slander, copyright, and/or patent infringement arising directly or indirectly under this Agreement.

17 INSURANCE REQUIREMENTS

17.1 Qwest shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies maintaining at least a A.M. Best's rating of A or better .. So long as Qwest has assets that equal or exceed ten billion dollars ($10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance as appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies, required under this Agreement, excluding Workers' Compensation and Employer's Liability insurance.

17.2 Types of Coverage and Limits

17.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars ($10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars ($10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form

property, and personal injury endorsements as covered under standard ISO form CG 0001 10 01 or equivalent.

17.2.2 Umbrella/excess liability coverage in an amount of ten million dollars ($10,000,000.00) excess of coverage specified in § 17.1 proceeding.

17.2.3. Statutory Workers Compensation coverage and Employers Liability coverage in the amount of two million dollars ($2,000,000) each accident, two million dollars ($2,000,000) each employee by disease and of two million dollars ($2,000,000) policy limit by disease.

17.2.4 All risk property coverage on a full replacement cost basis insuring all of Qwest's personal property situated on or within ALLTEL location(s). Qwest may also elect to purchase business interruption or contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.

17.2.5. Qwest may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

17.3 All policies purchased by Qwest shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ALLTEL, subject to the indemnity provisions under this Agreement.

17.4 All insurance must be in effect on or before the date facilities are placed within an ALLTEL conduit or innerduct and shall remain in effect for the term of this Attachment or until all Qwest property within the conduit or innerduct has been removed or abandoned, whichever period is longer. If Qwest fails to maintain required coverage, ALLTEL may pay the premiums thereon and seek reimbursement of it from Qwest.

17.5 Qwest releases ALLTEL from and waives any and all right of recovery, claim, action or cause of action against ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Qwest or located on or in the space at the instance of Qwest by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, excepting negligence of ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Qwest fixtures and other personal property shall contain a waiver of subrogation against ALLTEL, and any rights of Qwest against ALLTEL for damage to Qwest fixtures or personal property are hereby waived.

17.6 Qwest shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. Qwest shall arrange for ALLTEL to receive thirty (30) days advance written notice from Qwest insurance company(ies) of cancellation, or substantial alteration of its terms for the policies required under this Agreement.

17.7 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

18 EMERGENCY RESTORATION PROCEDURES

18.1 In the event of an emergency, restoration procedures may be affected by the presence of Unite's Facilities in ALLTEL's Innerduct. While ALLTEL shall not be responsible for the repair of Unite's Facilities that are damaged (except by mutual written agreement), ALLTEL shall nonetheless control access to its Innerduct and Manholes if the restoration is to be achieved in an orderly fashion.

18.1.1 Where ALLTEL and Unite are involved in emergency restorations, access to ALLTEL's Innerduct will be controlled by ALLTEL's Network Construction Managers or their on-site representative according to the following guidelines:

18.1.1.1 Service Disruptions/Outages

18.1.1.1.1 While exercising its right to first access, ALLTEL shall make all reasonable efforts to grant access to as many other entities with facilities in ALLTEL's Innerduct as is reasonably safe.

18.1.1.1.2 In the event of any service outage affecting both ALLTEL and Unite, repairs shall be effectuated on a priority basis as established by local, state, or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Innerduct.

18.1.1.2 Service Affecting Emergencies

18.1.1.2.1 While exercising its right to first access, ALLTEL shall make all reasonable efforts to grant access to as many other entities with facilities in ALLTEL's Innerduct as is determined by ALLTEL to be reasonably safe.

18.1.1.2.2 Where ALLTEL is unable to grant simultaneous access to all other entities with facilities in

ALLTEL's Innerduct, access will be granted according to the level of damage to the facilities of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

18.2 Without limiting any other indemnification or hold harmless provisions of this Appendix D so long as made in good faith, Unite agrees that any decision by ALLTEL regarding access to Unite's Facilities, or any action or failure to act by ALLTEL under this Section shall not constitute a basis for any claim by Unite against ALLTEL except for gross negligence or willful misconduct for any damage to Unite's Facilities or disruption of Unite's services, or any other direct or indirect damages of any kind whatsoever incurred by Unite.

19 DAMAGE SUSPECTED TO Unite'S FACILITIES ONLY

19.1 In the event Unite receives information that Unite's Facilities are damaged, Unite shall notify ALLTEL at the telephone number listed in the Lincoln directory. This is a 24-hour, 7 days per week notification number. Unite shall provide ALLTEL all information known to Unite regarding the damage to Unite's Facilities.

19.2 In the event ALLTEL receives notice that Unite's Facilities are damaged, ALLTEL will notify Unite of said damage by telephone at the Unite's emergency telephone number. ALLTEL shall provide Unite all information known to it regarding the damage to Unite's Facilities. The Parties shall exchange contact numbers.

19.3 After the giving of such notice by either Unite or ALLTEL, Unite shall be authorized to perform emergency restoration maintenance activities in connection with Unite's Facilities, subject to the provisions of this Appendix D.

19.4 Without limiting any other indemnification or hold harmless provisions of this Appendix D so long as made in good faith, Unite agrees that any decision by ALLTEL regarding access to Unite's Facilities, or any action or failure to act by ALLTEL, except for gross negligence or willful misconduct, under this Section shall not be the basis for any claim by Unite against ALLTEL for any damage to Unite's Facilities or disruption of Unite's services, or any other direct or indirect damages of any kind whatsoever incurred by Unite and Unite shall indemnify and hold ALLTEL harmless from any such claim.

20 ACCESS TO ALLTEL'S MANHOLES/HANDHOLES

ALLTEL's Manholes shall be opened only as permitted by ALLTEL and only after Unite has obtained all necessary authorizations from appropriate authorities to open Manholes and conduct work operations therein. ALLTEL shall have the right to have an ALLTEL employee or agent present at any site at which its Manholes are being

opened. Such ALLTEL employee or agent shall have the authority to suspend Unite's work operations in and around ALLTEL's Manholes if said employee or agent has a good faith belief that any hazardous conditions arise or any unsafe practices are being followed by Unite's employees, agents, or contractors. Unite agrees to reimburse ALLTEL the cost of having ALLTEL's employee or agent present. Such supervision charge (Additional Engineering) is listed in Appendix A. The presence of ALLTEL's authorized employee or agent shall not relieve Unite of its responsibility to conduct all of its work operations in and around ALLTEL's Innerduct in a safe and workman like manner, in accordance with the terms of this Appendix D.

21 ABANDONMENT

Nothing in this Appendix D shall prevent or be construed to prevent ALLTEL from abandoning, selling, assigning, or otherwise disposing of any ALLTEL Innerduct or other ALLTEL property used in connection with Unite's Facilities; provided, however, that ALLTEL shall condition any such sale, assignment, or other disposition subject to the rights granted to Unite pursuant to this Appendix D. ALLTEL shall promptly notify Unite of any proposed sale, assignment, or other disposition of any ALLTEL Innerduct or other ALLTEL property used in connection with Unite's Facilities.

22 NON-WAIVER OF TERMS AND CONDITIONS

No course of dealing, course of performance, or failure to enforce any of term, right, condition, or other provision of this Appendix D shall constitute or be construed as a waiver of any term, right, or condition or other provision of this Appendix D.

APPENDIX E

POLE ATTACHMENT ATTACHMENT

1 SCOPE

This Appendix E is made in furtherance of an interconnection agreement between the Parties of even date herewith. Unite represents to ALLTEL that Unite has a need to occupy, place and maintain Attachments on ALLTEL's Poles for the purpose of providing Telecommunications Services. ALLTEL agrees to permit Unite to occupy, place, and maintain its Attachments on such ALLTEL Poles as ALLTEL may allow pursuant to the terms of this Appendix E. Where ALLTEL owns or controls facilities it will make access available on a nondiscriminatory first come, first served basis.

2 DEFINITIONS

2.1 "ALLTEL's Poles" or "ALLTEL Pole(s)" means a Pole or Poles solely owned by ALLTEL, jointly owned by ALLTEL and another entity, and space on Poles obtained by ALLTEL through arrangements with the owner(s) thereof.

2.2 "Attachments" means the cable and equipment, excluding overlashes., reasonably required by Unite to provide its Telecommunications Services that is placed on ALLTEL's Poles. To the extent drop wires are installed into an existing attachment area, they will not be considered a new attachment.

2.3 "Attachment Fee" means the fee assessed per Attachment per Pole and paid annually by Unite to place Attachments on ALLTEL's Poles.

2.4 "Hazardous Materials" means:

2.4.1 any substance, material or waste now or hereafter defined or characterized as hazardous, extremely hazardous, toxic or dangerous within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar law, ordinance, statute, rule or regulation of any governmental body or authority,

2.4.2 any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, ordinance, statute, rule or regulation of any governmental body or authority or

2.4.3 any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority as a dangerous or pollutant substance.

2.5 "Make-Ready Work" means all work, including, but not limited to, rearrangement, removal, or transfer of existing attachments, placement, repair, or replacement of Poles, or any other changes required to accommodate the Unite's Attachments on a Pole.

2.6 "Pole Attachment Request" or "PAR" means a written request from Unite to attach its facilities to ALLTEL's Poles, submitted in accordance with Section 5. of this Appendix E. For Agreements in effect prior to the date the Parties executed this Appendix E, the term PAR shall be deemed to include Pole attachment requests made by letter or similar document.

2.7 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

3 GRANT OF LICENSE

ALLTEL grants to Unite and Unite accepts from ALLTEL a non-exclusive revocable (but only in accordance herewith) license to occupy, place, and maintain in a designated space on specified ALLTEL Poles located in or near the locations specified in Appendix I Exhibit 10, Unite's Attachments on the terms and conditions set forth herein. Unite shall have no further right, title, or other interest in connection with ALLTEL's Poles. No use, however extended, of ALLTEL Poles under this Appendix E shall create or vest in Unite any ownership or property rights in said Poles. Nothing in this Appendix E shall be construed as affecting the rights or privileges previously conferred by ALLTEL, by contract or otherwise, on others not parties to this Appendix E, to use any ALLTEL Poles or to place Attachments on any ALLTEL Poles covered by this Appendix E. So long as it does not unreasonably interfere with the rights granted to Unite hereby, ALLTEL shall have the right to grant, renew, or extend privileges to others not parties to this Appendix E to occupy, place, or maintain Attachments on or otherwise use any or all ALLTEL Poles. ALLTEL grants this license in reliance on the representation of Unite that Unite intends to provide Telecommunications Services with the Attachments covered by this Appendix E.

If Unite requests ALLTEL to replace or modify existing Poles to increase its strength or capacity for the sole benefit of Unite, Unite shall pay ALLTEL the total replacement cost, ALLTEL's cost to transfer its attachments to new Poles, as necessary, and the cost for removal (including destruction fees) of the replaced Poles, if necessary. Ownership of new Poles shall vest in ALLTEL. To the extent that a modification is incurred for the benefit of multiple parties, Unite shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the Unite Attachments to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and Unite shall be responsible for its share of the modification cost. Where the work includes construction of extra space or strength not requested by Unite, such extra space or strength and costs thereof shall be attributed to ALLTEL or other users/requesters and not Unite.

4 TERM

This Appendix E shall continue in effect until terminated in accordance with the provisions provided in the Unite-ALLTEL Interconnection and Service Resale Agreement.

5 POLE ATTACHMENT REQUEST (PAR)

5.1 A standard Pole Attachment Inquiry is any inquiry for Attachment to no more than one hundred (100) poles. Any request for more than this quantity will be handled on an individual case basis. PARs received by ALLTEL shall be processed on a first come, first served basis.

Upon execution of this Appendix E, Unite shall have the right to begin the three (3) step PAR process. The steps are:

5.1.1 Pole Attachment Inquiry. Unite shall submit a Pole Attachment Inquiry Form, Appendix I Exhibit 2, to ALLTEL which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes) which will include a drawing of the proposed route and contact information (name, telephone, facsimile, and email information). The Pole Attachment Inquiry Fees are listed in Appendix A. When this information and the fees are received by ALLTEL, the inquiry will be researched using ALLTEL's records to determine if the requested route exists, and if so, the ownership, and the number of poles on the requested route. This information will be available fifteen (15) business days from the time the Pole Attachment Inquiry is received by ALLTEL. The time for response by ALLTEL will be extended when multiple standard inquiries are made within fifteen (15) business days of each other so that ALLTEL has up to fifteen (15) days per inquiry. In no case will the time frame for these inquiries overlap. ALLTEL will also provide Unite with an estimate of the Pole Attachment Quote Preparation Fee as outlined in Appendix I Exhibit 3, which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes.) The Pole Attachment Quote Preparation Fee (Estimated Engineering Costs) is valid for ninety (90) calendar days. Inquiries for non-standard quantities of Poles will be addressed on an individual case basis.

5.1.2 Pole Attachment Quote Preparation. If Unite desires to determine the attachment information for the actual Poles along a requested route a Pole Attachment Quote will be prepared upon notice from Unite along with the Unite specific information about the position on the poles where the proposed cable(s) and/or equipment will be attached relative to ground clearance, location and separation of existing facilities in the communication space, clearance from any power, the weight of the attachment(s), description of equipment,

the number and diameter of cable(s) to be attached, whether the cable will be overlashed to a presently attached cable and payment of the Pole Attachment Quote Preparation Fee. Once ALLTEL receives the aforementioned specific attachment information and the fee from Unite, ALLTEL will report on the Poles along the route, any required Make-Ready Work, the costs and schedule for such Make-Ready Work, and any other requirements Unite must satisfy prior to installing its facilities. Pole Attachment Quotes will be provided within thirty-five (35) business days for standard requests. The total fee is based on the number of poles along the requested route. Preparation of a Pole Attachment Quote requires a field verification of all the poles along the requested route. Non-standard quantities of Pole Attachment will be addressed on an individual case basis.

ALLTEL will not require permits nor will assess fees for overlashes. Qwest agrees to provide ALLTEL one (1) days notice for all overlashes unless the overlashing would create a bundle exceeding six (6) inches in diameter, in which 10 days notice is required.

Within thirty (30) calendar days after receiving the Pole Attachment Quote from ALLTEL, Unite shall either (i) pay the estimated make-ready amount to ALLTEL at least thirty (30) calendar days prior to the date the Make-Ready Work is to begin and pay all the costs incurred to perform the Make-Ready Work, or (ii) cancel the PAR.

5.1.3 Pole Attachment Order. Along with the Pole Attachment Quote, upon completion of the work identified in 5.1.2 above, ALLTEL will provide Unite a Pole Order form, Appendix I Exhibit 4, which Exhibit may be revised from time to time by ALLTEL (so as to better fulfill its information purposes) containing estimated make-ready cost (if any), annual recurring charges and any additional information necessary for Unite to proceed with attaching its facilities to ALLTEL Poles. If Unite desires to attach to ALLTEL Poles, then at any time before the end of the thirty (30) day period during which the Pole Attachment Quote is valid, Unite may accept it by signing and returning the Pole Order form to ALLTEL, along with full payment of the estimated make-ready amount set forth in the Pole Attachment Quote and Pole Order form. Unite shall pay the estimated make-ready cost prior to ALLTEL beginning any work. Actual costs incurred by ALLTEL in performing the Make-Ready Work will be applied to the estimated make-ready costs. Any costs in excess of the estimated cost will be billed to Unite, provided Alltel provides prior notice of costs in excess of 10% over the estimated costs. Any payment of the estimated costs in excess of actual Pole Attachment make-ready costs will be returned to Unite. If Unite does not accept

the Pole Attachment Quote and pay the estimated make-ready amount, as set forth above, the PAR shall be deemed automatically cancelled as of the end of the thirty (30) day period during which the Pole Attachment Quote is valid.

Upon completion of the Make-Ready Work (if any) and ALLTEL's receipt of payment for the actual Make-Ready Work (if any) ALLTEL will send Unite a Pole Attachment Ready for Occupancy Notice (PARON), Appendix I Exhibit 5 of this Appendix E, which Exhibit may be revised from time to time by ALLTEL so as to better fulfill its information purposes.) Payment of the Pole Attachment Fee, listed in Exhibit 1 of this Appendix E, allows Unite, subject to the terms of this Appendix E, to attach U S WEST facilities to ALLTEL's Poles. Unite shall pay the appropriate Pole Attachment Fee at the time the make-ready work is accepted.

5.2 The Parties agree ALLTEL shall use a two (2) year planning horizon to reserve space for its future use with documented plans.

6 AUTHORITY TO PLACE ATTACHMENTS

6.1 Unite shall have and shall be solely responsible for securing all needed authority to maintain the facilities to be placed on ALLTEL's Poles within the public streets, highways, and other thoroughfares or on private property. Unite shall be solely responsible for obtaining all licenses, authorizations, permits, and consents from federal, state, and municipal authorities or private property owners that may be required to place and maintain Unite's Attachments on ALLTEL's Poles.

6.2 ALLTEL's authority to grant pole attachments is limited to ALLTEL owned poles. Qwest will be responsible for securing pole attachment agreements with other pole owners, as required. ALLTEL shall cooperate with Unite in connection with securing needed rights, authorities, consents, and approvals ,and to the extent lawful and consistent with existing ALLTEL contracts, it shall authorize Unite to use rights, authorities, consents, and approvals that it has secured, so long as ALLTEL's rights are not put at risk thereby; provided that any costs incurred by ALLTEL in connection therewith shall be reimbursed to ALLTEL.

6.3 Unless Unite is disputing the action and reasonably pursuing proper relief, consents, reinstatement, or the like, if any right of way, easement, license, authorization, permit, or consent obtained by Unite is subsequently revoked or denied so that ALLTEL's interests are at risk, then Unite's permission to attach to such ALLTEL Poles shall terminate immediately and Unite shall promptly remove its Attachments from the Poles in question. ALLTEL will not exercise its rights hereunder so long as Unite provides adequate security or assurance to protect ALLTEL's interests. Should Unite fail to remove its Attachments within ninety (90) business days of receiving notice to do so from ALLTEL, ALLTEL shall have the option to remove all such Attachments and store them in a public warehouse or elsewhere at the expense of and for

the account of Unite without ALLTEL being deemed guilty of trespass or conversion, and without ALLTEL becoming liable for any loss or damages to Unite occasioned thereby. All costs incurred by ALLTEL to remove Unite's Attachments shall be reimbursed to ALLTEL by Unite upon demand by ALLTEL.

6.4 Upon notice from ALLTEL to Unite that the cessation of the use of any one or more of ALLTEL's Poles is necessary for reasons of safety or has been requested or directed by any federal, state, or municipal authority, or private property owner, permission to attach to such Pole or Poles shall terminate immediately and Unite promptly shall remove its Attachments, consistent with the demands of such governmental authority. Should Unite fail to remove its Attachments within ninety (90) business days (or such longer period as the government authority might have permitted) of receiving notice to do so from ALLTEL, ALLTEL shall have the option to remove all such Attachments and store Unite's attached facilities in a public warehouse or elsewhere at the expense of and for the account of Unite without ALLTEL being deemed guilty of trespass or conversion, and without ALLTEL becoming liable for any loss or damages to Unite occasioned thereby. All costs incurred by ALLTEL to remove Unite's Attachments shall be reimbursed to ALLTEL by Unite upon demand by ALLTEL.

7 PLACEMENT OF ATTACHMENTS

Unite shall, at its own expense, place and maintain and replace its Attachments on ALLTEL's Poles in accordance with (i) such requirements and specifications as ALLTEL shall from time to time prescribe in writing, which shall be consistent with industry standards, (ii) in compliance with any rules or orders now in effect or that hereafter may be issued by any regulatory agency or other authority having jurisdiction, and (iii) then currently applicable requirements and specifications of the National Electrical Safety Code, and the applicable rules and regulations of the Occupational Safety and Health Act. Placement or maintenance of Unite Facilities shall be performed by Unite employees or by ALLTEL approved personnel. All Unite employees shall be considered approved personnel. Unite agrees to comply, at its sole risk and expense, with all specifications included in Exhibits 7 through 9 hereto, as may be revised from time to time by ALLTEL. ALLTEL will provide supervision at Unite's expense if ALLTEL believes it is required. Supervision rates (Additional Engineering) are listed in Appendix A.

Unite's Facilities shall be tagged at maximum intervals of 300 feet so as to identify Unite as the owner of the Facilities. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

8 ATTACHMENT FEES

8.1 Unite shall pay to ALLTEL an annual Attachment Fee, as specified in Appendix A, for each Attachment to an ALLTEL Pole upon which Unite obtains authorization.

8.2 Attachment Fees shall become due and payable on the date a PARON is issued by ALLTEL for all ALLTEL Poles identified in that PARON on a pro rata basis until the end of the current year and thereafter on an annual basis within thirty (30) business days of the date of a statement from ALLTEL specifying the fees to be paid. Any payment after thirty (30) business days shall be deemed delinquent. Late payment penalties may be applied to all delinquent payments. Any such late payment penalty shall be the delinquent payment times the late payment factor as listed in ALLTEL's State Access Tariff.

8.3 ALLTEL shall maintain an inventory of the total number of ALLTEL Poles occupied by Unite based upon the cumulative number of Poles specified in all PARONs authorized by this Appendix E. It shall be Unite's sole responsibility to notify ALLTEL of any and all removals of Unite Attachments from ALLTEL's Poles. Written notice of such removals shall be provided to ALLTEL at least thirty (30) business days prior to the removal of the Attachments. Each notice of removal shall be in a form specified by ALLTEL which is shown in Appendix I Exhibit 6 and which may be revised from time to time by ALLTEL (so as to better fulfill its information purposes.) Unite shall remain liable for an Attachment Fee on each ALLTEL Pole included in all approved PARs until ALLTEL has received a notice of removal. ALLTEL may, at its option, conduct a physical inventory of Unite's Attachments for purposes of determining the Attachment Fees to be paid by Unite under this Section.

9 MODIFICATIONS, ADDITIONS, OR REPLACEMENTS TO EXISTING ATTACHMENTS

For purposes of this Section, "modification" shall mean any activity that changes the load on ALLTEL poles, or changes the clearances between cables that may or may not require additional space or rearrangement of ALLTEL or third party facilities on the pole.

9.1 Unite shall not modify, add to, or replace facilities on any pre-existing Attachment on an ALLTEL Pole without first notifying ALLTEL in writing of the intended modification, addition or replacement at least thirty (30) business days prior to the date the activity is scheduled to begin. The required notification shall include:

9.1.1 the date the activity is scheduled to begin,

9.1.2 a description of the planned modification, addition, or replacement,

9.1.3 a representation that the modification, addition, or replacement will not require any space other than the space previously designated for Unite's Attachments, and

9.1.4 a representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.

9.2 Should ALLTEL reasonably determine that the modification, addition, or replacement specified by Unite in its notice will require more space than that allocated to Unite or will require the rearrangement of, reinforcement of, replacement of or an addition of support equipment to the Poles involved in order to accommodate Unite's modification, addition, or replacement, ALLTEL will so notify Unite, whereupon Unite will be required to submit a PAR in compliance with this Appendix E in order to obtain authorization for the modification, addition, or replacement of its Attachments.

9.3 Access to ALLTEL's Poles for repairs, modifications, additions, or replacements required in emergencies shall be governed by the provisions of Section 9 following of this Appendix E.

9.4 Should Unite request ALLTEL to expand capacity or purchase additional plant, Unite agrees to pay all costs of such expansion or addition. If ALLTEL or another party that has been granted a license joins in the request and will benefit from the expansion or purchase, Unite agrees to pay a percentage of all costs proportionate to Unite's share of the benefit received from the expansion or purchase.

10 REARRANGEMENTS TO ACCOMMODATE OTHER LICENSEES

Unite acknowledges that at some point in the future it may become necessary to rearrange Unite's Facilities in order to create space to accommodate the facilities of another licensee. Unite agrees that in such event Unite will cooperate in good faith with such other licensee to come to a mutually agreeable understanding regarding the manner in which the rearrangement of Unite's Facilities will be achieved.

11 CHARGES FOR UNAUTHORIZED ATTACHMENTS

11.1 It is agreed that a charge equal to five (5) times the amount of the then current Attachment Fee shall be paid by Unite to ALLTEL for each unauthorized Attachment to a ALLTEL Pole. Such payment shall be deemed the agreed fee and not a penalty nor damages, but in lieu of other damages. Unite also shall pay ALLTEL an Attachment Fee for each unauthorized Attachment accruing from the date the unauthorized Attachment was first placed on the ALLTEL Pole. In the event that the date the unauthorized Attachment was first placed on an ALLTEL Pole can not be determined, such date shall be deemed the date of the last physical inventory made in accordance with this Appendix E or, if no physical inventory has been conducted, the date the first PARON for Unite was issued in accordance with this Appendix E, but in no event greater than five (5) years. Unite also shall pay to ALLTEL all costs incurred by ALLTEL to rearrange any unauthorized Attachment(s) of Unite to safeguard ALLTEL's attachments or to accommodate the Attachment(s) of another party whose Attachment(s) would not have required a rearrangement but for the presence of Unite's unauthorized Attachment(s). Unite shall also pay to ALLTEL all costs incurred by ALLTEL to reinforce, replace, or modify an ALLTEL Pole, which reinforcement, replacement, or modification was required as a result of the unauthorized Attachment of Unite. The Attachment Fee referenced in this

subsection shall be determined in the same manner as such fee would have been determined if ALLTEL had authorized the attachment.

11.2 For purposes of this Section, an unauthorized Attachment shall include, but not be limited to:

11.2.1 An Attachment to an ALLTEL Pole which Pole is not identified in any PARON issued in accordance with this Appendix E;

11.2.2 An Attachment that occupies more space than that allocated to Unite by ALLTEL;

11.2.3 An Attachment that is not placed in accordance with the provisions of this Appendix E or the appropriate PARON issued pursuant to this Appendix E;

11.2.4 An addition or modification by Unite to its pre-existing Attachment(s) that impairs the structural integrity of the involved ALLTEL Pole(s).

11.2.5 An Attachment that consists of facilities owned or controlled by, and for the use of a party other than Unite with the exception of 3rd party overlashes. Subject to the limitations of liability set forth in this Appendix and the Agreement, Qwest shall be liable to ALLTEL for direct damages for any loss, defect, or equipment failure proximately caused by a third party overlasher's acts or omissions in connection with Qwest's performance under this Agreement, whether in contract or in tort.

11.3 Once ALLTEL has notified Unite of an unauthorized attachment, Unite can submit a PAR to request an authorized attachment. A PAR submitted per this provision will be treated like any other PAR subject to this Appendix E. Unite will be responsible for all fees associated with a PAR (as identified in this Appendix E). If a PAR is not received by ALLTEL within ten (10) business days of Unite's receipt of an unauthorized attachment notification, then Unite has sixty (60) business days from the date of its receipt of the initial unauthorized attachment notification to vacate the Pole.

12 SURVEYS AND INSPECTIONS OF POLE ATTACHMENTS

12.1 The total number and exact location of Unite's Attachments on ALLTEL's Poles may be determined, at ALLTEL's discretion, through a survey to be made not more than once per calendar year by ALLTEL. If it so requests, Unite, at its own expense and without interfering with ALLTEL's work (and/or any other entity owning or jointly owning the Poles with ALLTEL) may participate in the survey and share in the costs of the survey. If the survey reveals one or more unauthorized Attachments by Unite, Unite shall reimburse ALLTEL for such Attachments, as specified in 11.3 above, and for all expenses incurred in conducting the survey. If the facilities of more than one participating licensee are included in the same survey, each such

licensee(s) are or become obligated to reimburse ALLTEL, then such contribution shall be based on a reasonable, equitable proportionate share of the costs to be reimbursed to ALLTEL.

12.2 Apart from surveys conducted in accordance with this Section, ALLTEL shall have the right to inspect any Attachment of Unite on ALLTEL's Poles as conditions may warrant. Unite shall, upon demand by ALLTEL, reimburse ALLTEL all costs incurred to conduct its inspection only if Unite chooses to participate in the survey or, the survey reveals unauthorized Attachments by Unite. No joint survey or inspection, or lack thereof, by ALLTEL shall operate to relieve Unite of any responsibility, obligation, or liability assumed under this Appendix E.

13 NOTICE OF MODIFICATION OR ALTERATION OF POLES BY ALLTEL

13.1 In the event ALLTEL plans to modify or alter any ALLTEL Poles upon which Unite has placed Attachments, ALLTEL shall provide Unite notice of the proposed modification or alteration at least sixty (60) calendar days prior to the time the proposed modification or alteration is scheduled to take place. Should Unite decide to modify or alter Unite's Attachments on the ALLTEL Poles to be modified or altered by ALLTEL, Unite shall so notify ALLTEL in writing at least sixty (60) calendar days prior to the day the work is to begin. In such event, Unite shall bear a proportionate share of the total costs incurred by ALLTEL to make the ALLTEL Poles accessible. Unite's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by Unite to the total amount of new space occupied by all of the parties joining in the modification. Unite is not responsible for any costs of ALLTEL's modifications or alterations of its Poles.

13.2 In the event ALLTEL moves, replaces, or changes the location, alignment, or grade of ALLTEL's Poles ("relocation") for reasons beyond ALLTEL's control, Unite concurrently shall relocate Unite's Attachments. Unite shall be solely responsible for the costs of the relocation of Unite's Attachments.

13.3 Unite shall have no claim against ALLTEL for any relocation expenses, unless ALLTEL is awarded relocation expenses which clearly include costs and expenses which Unite is obligated to pay, and has paid, hereunder. Unite shall have no claim against ALLTEL for any part of any award that may be made for such taking, or any loss of business from full or partial interruption or interference due to any relocation. If Qwest determines that such taking render Unite Attachments unneeded, ALLTEL shall work cooperatively with Unite so that Unite may proceed to have such unneeded Unite Attachments removed. If such determination is not forthcoming from Qwest within a reasonable period of time, the attachments may be abandoned in place or removed by ALLTEL at Qwest's sole expense.

14 DISCLAIMER OF WARRANTIES: LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS APPENDIX E, ALLTEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND LOST PROFITS) ARISING OUT OF THIS APPENDIX E? OR ANY OBLIGATION ARISING HEREUNDER, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

15. DEFAULT AND REMEDIES

15.1 If either Party defaults in the payment of any amount due hereunder, or if a Party becomes insolvent or bankruptcy or receivership proceedings are initiated by or against a Party, or if either Party violates any material provision of this Appendix E, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. The failure of either Party to enforce any of the provisions of this Appendix E or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

15.2 ALLTEL does not intend that Unite be deemed authorized to take action that would result in the filing of any tax or mechanic's lien against any ALLTEL Poles. The filing of any tax or mechanic's lien against ALLTEL's Poles, due to the act or omission of Unite which is not bonded or discharged within thirty (30) days of the date Unite receives notice that such lien has been filed shall be deemed a default hereunder.

15.3 Unite shall not knowingly use or maintain its facilities in violation of any law or regulation, or in aid of any unlawful act or undertaking, and the violation hereof shall be a default.

15.4 Where necessary and commercially reasonably in order to protect its rights and interest on ALLTEL's Poles, ALLTEL may perform, on behalf and at the expense of Unite, any obligation of Unite under this Appendix E which Unite has failed to perform and of which ALLTEL shall have given Unite notice, the cost of which performance shall be paid by Unite to ALLTEL upon demand by ALLTEL;

15.5 ALLTEL shall have and may exercise all of the remedies set forth in this Appendix E, consistent with the Dispute Resolution provisions hereof. Without limiting the foregoing, it is agreed by the Parties that ALLTEL shall possess the following remedies:

15.5.1 To terminate this Appendix E by giving sixty (60) business days written notice of such termination to Unite for any material breach of this Agreement, and to remove and store Unite's Facilities in a public warehouse or elsewhere at the expense of and for the

account of Unite without ALLTEL being deemed guilty of trespass or conversion, and without ALLTEL becoming liable for any loss or damages to Unite occasioned thereby;

15.5.2 To recover from Unite the costs and expenses incurred by ALLTEL (including, without limitation, reasonable attorneys' fees) in enforcing this Appendix E upon demand by ALLTEL;

15.5.3 Upon termination of this Appendix E by ALLTEL, Unite shall remain liable to ALLTEL for any and all fees, other payments and damages which may be due or sustained prior to such termination, all reasonable costs, fees, and expenses incurred by ALLTEL in pursuit of its remedies hereunder and the Innerduct fees incurred through the end of the calendar year in which termination occurs; and

15.5.4 All rights and remedies of ALLTEL set forth in this Appendix shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed.

16 INDEMNIFICATION

16.1 With respect to third party claims, each of the Parties agrees to release, indemnify, defend, and hold harmless the other Party and each of its officers, directors, employees, and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents, and subcontractors; or for failure to perform under this Agreement, regardless of the form of action. The Parties shall make their respective best efforts to secure waivers of subrogation from their respective insurance carriers, since this indemnity provision is not intended to benefit such insurance carriers.

16.2 The indemnification provided herein shall be conditioned upon:

16.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

16.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the

indemnified Party may engage separate legal counsel only at its sole cost and expense.

16.2.3 In no event shall the indemnifying Party settle or consent to a judgment pertaining to any such action without the prior written consent of the indemnified Party.

16.3 It is understood that each Party (Acting Party) is responsible for and shall compensate the other Party for the actual loss, damage, or destruction of the other Party's property where such loss, damage, or destruction is due to gross negligence or willful misconduct of the Acting Party, whether done by Unite or its agents, contractors, or subcontractors.

16.4 Without limiting the foregoing, each party (the Indemnifying Party) shall be responsible for, and shall indemnify and hold harmless the other Party (the Indemnified Party), its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Indemnified Party suffers or incurs because of:

16.4.1 any discharge of hazardous waste resulting from acts or omissions of the Indemnifying Party;

16.4.2 acts or omissions of the Indemnifying Party, its agents, employees, contractors, or representatives in connection with any cleanup required by law, or

16.4.3 failure of the Indemnifying Party to comply with Environmental, Safety and Health Laws.

16.5 Each Party as the Indemnifying Party shall indemnify, protect, and hold harmless the other Party as the Indemnified Party from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly under this Agreement

17 INSURANCE REQUIREMENTS

17.1 Qwest shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies maintaining at least a A.M. Best's rating of A or better .. So long as Qwest has assets that equal or exceed ten billion dollars ($10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance as appropriate, ALLTEL shall be named as an additional insured and/or as a loss payee on all applicable policies, required under this Agreement, excluding Workers' Compensation and Employer's Liability insurance.

17.2. Types of Coverage and Limits

17.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars ($10,000,000.00) combined single limit per occurrence, naming ALLTEL as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars ($10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements as covered under standard ISO form CG 0001 10 01 or equivalent.

17.2.2 Umbrella/excess liability coverage in an amount of ten million dollars ($10,000,000.00) excess of coverage specified in § 17.2.1 proceeding.

17.2.3 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of two million dollars ($2,000,000) each accident, two million dollars ($2,000,000) each employee by disease and of two million dollars ($2,000,000) policy limit by disease.

17.2.4 All risk property coverage on a full replacement cost basis insuring all of Qwest's personal property situated on or within ALLTEL location(s). Qwest may also elect to purchase business interruption or contingent business interruption insurance, knowing that ALLTEL has no liability for loss of profit or revenues should an interruption of service occur.

17.2.5 Qwest may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

17.3 All policies purchased by Qwest shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ALLTEL, subject to the indemnity provisions under this Agreement.

17.4 All insurance must be in effect on or before the date facilities are placed on an ALLTEL pole and shall remain in effect for the term of this Attachment or until all Qwest property within the pole attachment area has been removed or abandoned. If Qwest fails to maintain required coverage, ALLTEL may pay the premiums thereon and seek reimbursement of it from Qwest.

17.5 Qwest releases ALLTEL from and waives any and all right of recovery, claim, action or cause of action against ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Qwest or located on or in the space at the instance of Qwest by

reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, excepting negligence of ALLTEL, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Qwest fixtures and other personal property shall contain a waiver of subrogation against ALLTEL, and any rights of Qwest against ALLTEL for damage to Qwest fixtures or personal property are hereby waived.

17.6 Qwest shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. Qwest shall arrange for ALLTEL to receive thirty (30) days advance written notice from Qwest insurance company(ies) of cancellation, or substantial alteration of its terms for the policies required under this Agreement.

17.7 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

18 EMERGENCY RESTORATION PROCEDURES

18.1 In the event of an emergency, restoration procedures may be affected by the presence of Unite's Attachments. While ALLTEL shall not be responsible for the repair of damaged Attachments of Unite (except by mutual written agreement), ALLTEL shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.

18.1.1 Where ALLTEL and Unite are involved in emergency restorations, access to ALLTEL's Poles will be controlled by ALLTEL's Network Construction Managers or their on-site representative according to the following guidelines:

18.1.1.1 Service Disruptions/Outages

18.1.1.1.1 While exercising its right to first access, ALLTEL shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.

18.1.1.1.2 In the event of any service outage affecting both ALLTEL and Unite, repairs shall be effectuated on a priority basis as established by local, state, or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles.

18.1.1.2 Service Affecting Emergencies

18.1.1.2.1 While exercising its right to first access, ALLTEL shall make all reasonable efforts to grant access to as many other entities with Attachments as is reasonably safe.

18.1.1.2.2 Where ALLTEL is unable to grant simultaneous access to all other entities with Attachments, access will be granted according to the level of damage to the Attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

18.2 Without limiting any other indemnification or hold harmless provisions of this Appendix E, so long as made in good faith, Unite agrees that any decision by ALLTEL regarding access to Attachments, or any action or failure to act by ALLTEL, except for gross negligence or willful under this Section shall not be the basis for any claim by Unite against ALLTEL for any damage to Unite's Attachments or disruption of Unite's services, or any other direct or indirect damages of any kind whatsoever incurred by Unite.

19 DAMAGE SUSPECTED TO Unite'S ATTACHMENTS ONLY

19.1 In the event Unite receives information that Unite's Attachments are damaged, Unite shall notify ALLTEL at the telephone number listed in the Lincoln directory. This is a 24-hour, 7 days per week notification number. Unite shall provide ALLTEL all information known to it regarding the damage to Unite's Attachments.

19.2 In the event ALLTEL receives notice that Unite's Facilities are damaged, ALLTEL will notify Unite of said damage by telephone at the Unite's emergency telephone number. ALLTEL shall provide Unite all information known to it regarding the damage to Unite's Attachments.

19.3 After the giving of such notice by either Unite or ALLTEL, Unite shall be authorized to perform emergency restoration maintenance activities in connection with Unite's Attachments, subject to the provisions of this Appendix E.

19.4 Without limiting any other indemnification or hold harmless provisions of this Appendix E so long as made in good faith, Unite agrees that any decision by ALLTEL regarding access to Unite's Attachments, or any action or failure to act by ALLTEL, except for gross negligence or willful misconduct, under this Section shall not be the basis for any claim by Unite against ALLTEL for any damage to Unite's Attachments or disruption of Unite's services, or any other direct or indirect damages of any kind whatsoever incurred by Unite, and Unite shall indemnify and hold ALLTEL harmless from any such claim.

20 ABANDONMENT

Nothing in this Appendix E shall prevent or be construed to prevent ALLTEL from abandoning, selling, assigning, or otherwise disposing of any Poles or other ALLTEL property used for Unite's Attachments; provided, however, that ALLTEL shall condition any such sale, assignment, or other disposition subject to the rights granted to Unite pursuant to this Appendix E. ALLTEL shall promptly notify Unite of any proposed sale, assignment, or other disposition of any Poles or other ALLTEL property used for Unite's Attachments.

Agreement ID: _____
Permit Number: _____

APPENDIX I

EXHIBIT 2

POLE ATTACHMENT INQUIRY FORM

APPLICATION

ALLTEL Communications
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, application is hereby made for permission to make attachment(s) of telecommunications facilities to poles in _____, Nebraska, at the locations shown on the attached sketch identified as _____.

A non-refundable fee of $_____ , based upon rates outlined in Appendix A is included to cover ALLTEL's expenses associated with performing an internal record review.

Company Name: _____
Address: _____
_____
Contact Name: _____
Contact Number: _____
Contact FAX Number: _____
Contact e-mail: _____

By:_____
Signature

_____
Name typed or printed
Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX I

EXHIBIT "3"

POLE ATTACHMENT QUOTE

Inspection:

Administrative and engineering costs to inspect the proposed attachment locations as identified in the Pole Attachment Inquiry Form are as follows:

Estimated Engineering Cost - $ _____

Additional Requirements of Unite:_____
_____

Estimated interval for completion of Pole Attachment Quote: _____ Business days

---

Charges:
Please remit a check in the amount of $_____ if Unite wishes to proceed with the Pole Attachment Quote Preparation.

ALLTEL Communications

By: _____

Title: _____

Date: _____

ACCEPTED

Unite Private Networks

By:_____
Signature

_____
Name typed or printed

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX I
EXHIBIT "4"
POLE ATTACHMENT ORDER

Make-Ready Work:

Make-Ready Work required: ☐ Yes ☐ No

If "Yes" estimated Make-ready cost: $_____
Estimated completion date of Make-Ready Work: _____

The attached drawing is hereby incorporated into this Order detailing the Poles (including any make-ready work if required).

Pro Rata Share of Annual Pole Attachment Fee:

	Annual Charge	X	Quantity	X	pro rata share of year	=	Total Annual Charge
Per Pole Attached:	$_____	Pole X	_____	X	_____	=	$_____

Charges:
If Unite wishes to proceed with the installation, please remit a check for make-ready work and pro rata annual attachment fee in the amount of $_____. These poles will be assigned on a first come, first served basis.

ALLTEL Communications

By: _____

Title: _____

Date: _____

ACCEPTED

Unite Private Networks

By:_____
Signature

_____
Name typed or printed

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX I

EXHIBIT "5"

POLE ATTACHMENT READY FOR OCCUPANCY NOTICE (PARON)

Permission is hereby granted Unite to make attachment(s) to poles at the locations shown on the sketch attached to the Pole Attachment Order, or as same may have been changed by the undersigned.

Inventory of Poles and Power Sources Used by Licensee

	Pervious Balance	Added By this Permit	New Balance
Poles:	_____	_____	_____

ALLTEL Communications Co.

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX I

EXHIBIT "6"

NOTICE OF REMOVAL OF ATTACHMENTS

Date: _____

ALLTEL Communications Co.
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, you are hereby notified of our removal of attachments from your poles in _____, Nebraska, as shown on the attached sketch identified as _____.

Unite Private Networks

By:_____
Signature

_____
Name typed or printed

Title: _____

	Previous Balance	Removed by this Notice	New Balance
Poles:			

Receipt of Notice Acknowledged:
Unite Private Networks

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX I

EXHIBIT "10"

POLE ATTACHMENT LOCATIONS

ALLTEL shall grant permission to Unite to make attachment(s) to poles in the exchanges (cities, towns) specified below:

APPENDIX F UNE INTERVALS

Unbundled Loops, Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

	Existing	Conversion	New Installation
a) 1-8 lines	Five (5) business days		Five (5) business days
b) 9-16 lines	Six (6) business days		Six (6) business days
c) 17-24 lines	Seven (7) business days		Seven (7) business days
d) 25 or more	ICB		ICB

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

	Existing	Conversion	New Installation
a) 1-8 lines	Five (5) business days		Six (6) business days
b) 9-16 lines	Six (6) business days		Seven (7) business days
c) 17-24 lines	Seven (7) business days		Eight (8) business days
d) 25 or more	ICB		ICB

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

	Existing	Conversion	New Installation
a) 1-8 lines	Five (5) business days		Six (6) business days
b) 9-16 lines	Six (6) business days		Seven (7) business days
c) 17-24 lines	Seven (7) business days		Eight (8) business days
d) 25 or more	ICB		ICB

APPENDIX G – Billing Dispute Form

Billing Company Contact Information Section:	
1. Billing Company Name:	2. Billing Contact Name:
3. Billing Contact Address:	4. Billing Contact Phone:
	5. Billing Contact Fax #:
	6. Billing Contact Email:
Disputing Company Contact Information Section:	
7. Disputing Company Name:	8. Disputing Contact Name:
9. Disputing Contact Address:	10. Disputing Contact Phone:
	11. Disputing Contact Fax #:
	12. Disputing Contact Email:

General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):	14. Status:	15. Claim/Audit Number:		
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date: 23. Billed Amount:	24. Dispute Reason Code:	25. Dispute Desc:		
26. Disputed Amount: $ 27. Disputed Amount Withheld: $ 28. Disputed Amount Paid: $		29. Dispute Bill Date From: Dispute Bill Date Thru:		

Dispute Information Section:		
30. Rate Element/USOC:		31. Rate: Billed Correct
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct	36: Jurisdiction ☐Non Jurisdictional ☐ Inter/Interstate ☐ Intra/Interstate	37. Mileage: Billed Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40: State: 41: LATA:

Facilities/Dedicated Circuit Dispute Information Section:	
42. PON: 43 SON: 44. EC Circuit ID: 45 Circuit Location: 46. IC Circuit ID:	48. TN/All: 49. Point Code: 50. USOC Quantity: 51. Two-Six Code:
52. Facilities From Date: Thru Date:	

APPENDIX G-BILLING DISPUTE FORM

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: ☐ N/A ☐ Orig. ☐ Term. ☐ Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date: Thru Date:		
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached : ☐	
65. Invoice(s) LPC billed: 66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: $	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: $	77. Amount Credited: $	
78. Bill Section Adjustment will appear on: OC&C_____ Adjustment_____		
79. Resolution remarks:		

Agreement ID: _____
Permit Number: _____

APPENDIX H

EXHIBIT "2"

INNERDUCT OCCUPANCY INQUIRY FORM

APPLICATION

ALLTEL Communications
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn:

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, application is hereby made for permission to place telecommunications facilities within Innerduct in _____, Nebraska, at the locations shown on the attached sketch identified as _____.

A non-refundable fee of $_____ , based upon rates outlined in Appendix A is included to cover ALLTEL's expenses associated with performing an internal record review.

Company Name: _____
Address: _____
_____
Contact Name: _____
Contact Number: _____
Contact FAX Number: _____
Contact e-mail: _____

By:_____
Signature

_____
Name typed or printed
Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX H

EXHIBIT "3"

INNERDUCT OCCUPANCY QUOTE

Inspection:

Administrative and engineering costs to inspect the proposed Innerduct occupation locations as identified in the Innerduct Occupancy Form are as follows:

Estimated Engineering Cost - $ _____

Additional Requirements of Unite:_____
_____

Estimated interval for completion of Innerduct Occupancy Quote: _____ Business days

---

Charges:
Please remit a check in the amount of $_____ if Unite wishes to proceed with the Innerduct Occupancy Quote Preparation.

Aliant Communications Co.

By: _____

Title: _____

Date: _____

ACCEPTED

Unite Private Networks

By:_____
Signature

_____
Name typed or printed

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX H
EXHIBIT "4"
INNERDUCT OCCUPANCY ORDER

Make-Ready Work:

Make-Ready Work required: ☐ Yes ☐ No

If "Yes" estimated Make-ready cost: $_____
Estimated completion date of Make-Ready Work: _____

The attached drawing is hereby incorporated into this Order detailing the Innerduct (including any Make-Ready Work if required).

Pro Rata Share of Annual Innerduct Occupancy Fee:

	Annual Charge	X	Quantity	X	pro rata share of year	=	Total Annual Charge
Per foot of Innerduct Occupied:	$_____	X	_____	X	_____	=	$_____

Charges:
If UNITE wishes to proceed with the installation, please remit a check for Make-Ready Work and pro rata annual attachment fee in the amount of $_____. This Innerduct will be assigned on a first come, first served basis.

ALLTEL Communications

By: _____

Title: _____

Date: _____

ACCEPTED

Unite Private Networks

By:_____
Signature

_____
Name typed or printed

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX H

EXHIBIT "5"

INNERDUCT READY FOR OCCUPANCY NOTICE (IRON)

Permission is hereby granted UNITE to occupy Innerduct at the locations shown on the sketch attached to the Innerduct Occupancy Order, or as same may have been changed by the undersigned.

Inventory of Innerduct Used by Unite

	Pervious Balance	Added By this Permit	New Balance
Innerduct:	_____	_____	_____

ALLTEL Communications

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX H

EXHIBIT "6"

NOTICE OF REMOVAL OF ATTACHMENTS

Date: _____

ALLTEL Communications
1440 "M" Street
PO Box 81309
Lincoln, NE 68501-1309
Attn:

In accordance with the terms and conditions of the Agreement between our respective companies dated _____, you are hereby notified of our removal of attachments from your Innerduct in _____, Nebraska, as shown on the attached sketch identified as _____.

Unite Corporation

By:_____
Signature

_____
Name typed or printed

Title: _____

	Previous Balance	Removed by this Notice	New Balance
Innerduct:			

Receipt of Notice Acknowledged:
ALLTEL Communications

By: _____

Title: _____

Date: _____

Agreement ID: _____
Permit Number: _____

APPENDIX H

EXHIBIT "7"

INNERDUCT ATTACHMENT

Alltel shall grant permission to UNITE to make attachment(s) to the following exchanges (cities, towns) specified below: